### **BLYTHE CITY COUNCIL**



**AGENDA** 

**APRIL 9, 2019** 

6:00 P.M.

Dale S. Reynolds, Mayor
Eric Egan, Vice Mayor
Joseph DeConinck, Council Member
Johnny Z. Rodriguez, Council Member
Joseph Halby, III, Council Member
Mallory Crecelius, Interim City Manager/City Clerk
Baron Bettenhausen, City Attorney

MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER, 235 NORTH BROADWAY, BLYTHE, CA



#### Meeting of The Blythe City Council April 9, 2019 6:00pm

#### **CALL TO ORDER**

#### **ROLL CALL**

Mayor Reynolds Vice Mayor Egan Councilman DeConinck Councilman Rodriguez Councilman Halby

Interim City Manager/City Clerk Crecelius City Treasurer/Finance Director Elms Police Chief Wade Public Works Director Baldizzone City Attorney Bettenhausen Chief Building Official Garnica

#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### **ADDED STARTER**

The City Council may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the City Council and/or staff subsequent to the posting of the Agenda. An action adding an item to the Agenda requires a 2/3 vote of the City Council (4 of 5 Council Members). If less than 2/3 of the City Council is present, adding an item to the Agenda requires a unanimous vote.

#### PROCLAMATION: (Items 1-2)

- 1. April is DMV/Donate Life Month in California
- 2. May is Mental Health Month

#### PRESENTATION: (Item 3)

3. Memorial for 19 Farm workers by Dan and Betty Lazenby

#### **CONSENT CALENDAR-** (Items 4-12)

All matters listed under Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time of voting on the motion unless members of the Council or staff request specific items be discussed and/or removed from the Consent Calendar for separate action.

#### 4. Posting of the Agenda.

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, April 5, 2019.

#### 5. Approval of the Warrant Register.

Recommendation: Approve **4/9/19**, warrants numbered 69628 through 69675, 69694 through 69695 and Utility Billing Refund Warrants numbered 69676 through 69693 in the amount of \$223,859.85 and **4/9/19**, warrants numbered 69696 through 69761 in the amount of \$283,907.53.

#### 6. Approval of the Payroll Register,

Recommendation: Approve 4/9/19, warrants numbered 50956 through 50971 and Direct Deposits numbered 44337 through 44395 in the amount of \$226,069.26; 4/9/19, warrants numbered 50972 through 50973 in the amount of \$344.79; 4/9/19, warrants numbered 50974 through 50987 and Direct Deposits numbered 44396 through 44452 in the amount of \$205,012.06 and 4/9/19, warrants numbered 50988 through 50992 and Direct Deposits numbered 44453 through 44556 in the amount of \$66,583.83.

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.

#### 7. Minutes of the March 12, 2019 City Council Meeting.

Recommendation: Approve the Minutes of the March 12, 2019 meeting.

#### 8. City of Blythe Permits issued for the Month of March 2019.

Recommendation: Receive and file this monthly report.

#### 9. City of Blythe Fire Department Monthly Activity Report for March 2019.

Recommendation: Receive and file this monthly report.

#### 10. City of Blythe Police Department Monthly Activity Report for March 2019.

Recommendation: Receive and file this monthly report.

#### 11. Fee Waiver for PVC's Use of Community Center.

Recommendation: Waive all fees except for the labor charge for Palo Verde College's use of the Community Center for a College Night to discuss degree programs offered and to kick start summer and fall registration.

#### 12. Third Quarter Investment Report for FY 2018-19.

Recommendation: Accept and file this quarterly report.

#### **PUBLIC HEARING:** (Item 13)

#### 13. Major Variance- Joshua Lloyd.

Recommendation: Subsequent to the Public Hearing, Council adopt Resolution No. 2019-005 approving Major Zoning Variance VAR 1902-001.

RESOLUTION NO. 2019-005. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF VARIANCE 1902-001 BEING A REQUEST TO ALLOW FOR TWO EXISTING FREE-STANDING STRUCTURES WHICH EXCEED THE GROUND FLOOR AREA OF THE PROPERTY'S MAIN DWELLING UNIT AT 574 OLIVE LAKE BLVD.

#### **CONTINUED BUSINESS:** (Item 14)

#### 14. Commercial Cannabis Ordinance Amendments.

Recommendation: Conduct the first reading of Ordinance No. 895-19 by title only, waiving further reading adopting changes to the Commercial Cannabis Ordinance related to signage and hours of operation.

ORDINANCE NO. 895-19. AN ORDINANCE AMENDING CHAPTER 5.10 ("COMMERCIAL CANNABIS ACTIVITY") OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS") OF THE BLYTHE MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF BLYTHE.

#### **NEW BUSINESS:** (Items 15-16)

### 15. <u>1<sup>st</sup> Amendment to Transfer Agreement between Riverside County Regional Park and Open-Space District and the City of Blythe.</u>

Recommendation: Authorize the Interim City Manager to execute the First Amendment to the Transfer Agreement between County and City.

#### 16. <u>Phlebotomist/Evidence Collection Services.</u>

Recommendation: Authorize staff to execute a temporary Professional Services Agreement with Gale Nelson for on-call blood draw/evidence collection services.

**ORAL REPORTS** (Council may ask a question for clarification, make a brief announcement, make a brief report on his/her own activities, request staff to report back at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.)

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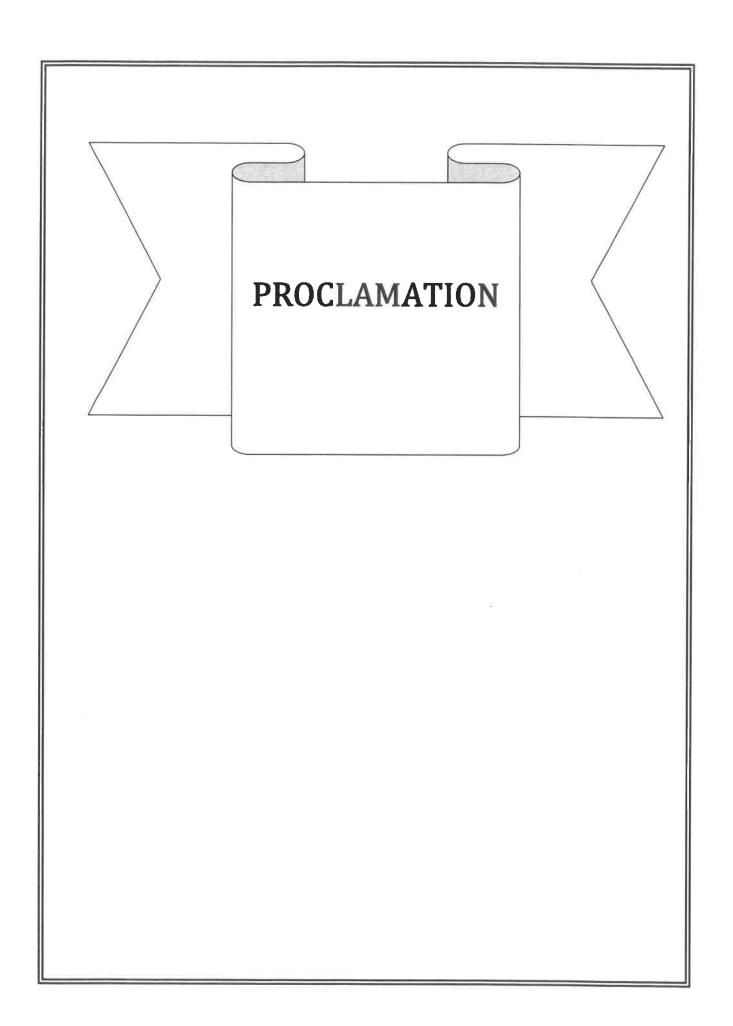
**PUBLIC COMMENT** Public comments will be allowed on matters not appearing on the agenda, but within Council/Blythe Successor Agency jurisdiction. Speakers are asked to identify themselves by stating their name and address for the record. Comments shall be limited to 3 minutes in duration.

**ADJOURNMENT** The next meeting will be held on May 14, 2019 at 6:00 p.m. in the Council Chamber, 235 N. Broadway, Blythe, California.

#### NOTE TO THE PUBLIC:

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact ADA Coordinator Mallory Crecelius at (760) 922-6161 EXT. 1237 or by email at msutterfield@cityofblythe.ca.gov. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.104 ADA Title II).

Any writings or documents provided to a majority of the City Council regarding any item on this Agenda will be made available for Public inspection in the City Clerk's Office at City Hall, 235 N. Broadway, Blythe, California during normal business hours. In addition such writings and documents will be posted on the City's website: www.cityofblythe.ca.gov.





## Proclamation

#### DMV/Donate Life California Month April 2019

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 113,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 20 people die each day while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California;

WHEREAS, at any given time, 6,000 patients are in need of volunteer marrow donors;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition:

WHEREAS, over fifteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2019 is hereby proclaimed "DMV/Donate Life California Month" in the City of Blythe, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at <a href="https://www.donateLifecalifornia.org">www.donateLifecalifornia.org</a> or <a href="https://www.donateLifecalifornia.org">www.donateLifecalifornia.org</a>.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Blythe, California to be affixed this 9<sup>th</sup> day of April, 2019.

Мауот

Dated





## Proclamation

#### 2019 May is Mental Health Month

WHEREAS, mental illness can effect anyone, regardless of age, background, employment, education and income level, with those who are very young and seniors among the most vulnerable; and

WHEREAS, the National Alliance on Mental Illness reports that 1 in 5 American adults experiences mental illness in a given year, 1 in 5 youth aged 13–18 experiences a severe mental disorder at some point during their life and more than 2 million Americans age 65 and older experience some form of depression; and

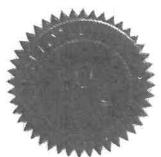
WHEREAS, there are treatments, services, and community support systems that are helping many with mental health conditions recover and be able to move forward to lead rich, fulfilling, productive lives; and

WHEREAS, friends, family and community members play an important role in extending understanding and compassion about mental health and in promoting the wellness and recovery of people living with mental illness; and

NOW, THEREFORE, the City of Blythe issues this proclamation recognizing May 2019 as Mental Health Month.

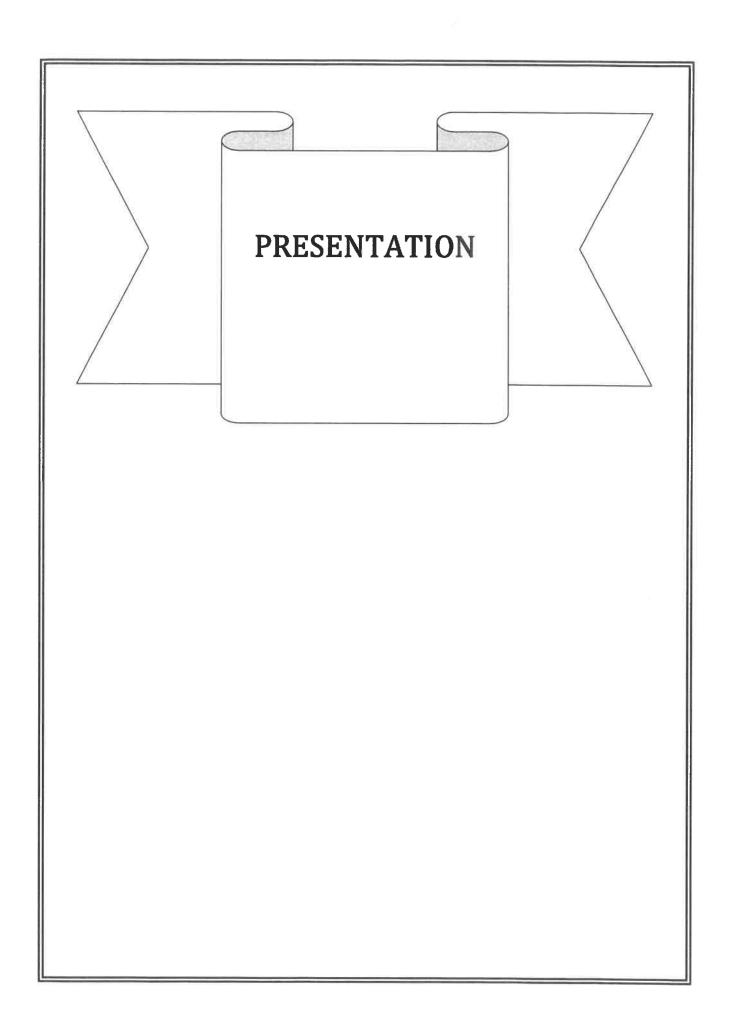
As the Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in the City of Blythe to recommit our community to increase awareness and understanding of mental health, expand the dialogue about the steps our citizens can take to promote mental health and wellness, and foster an understanding about the need for appropriate and accessible services for the mental health needs of all people.

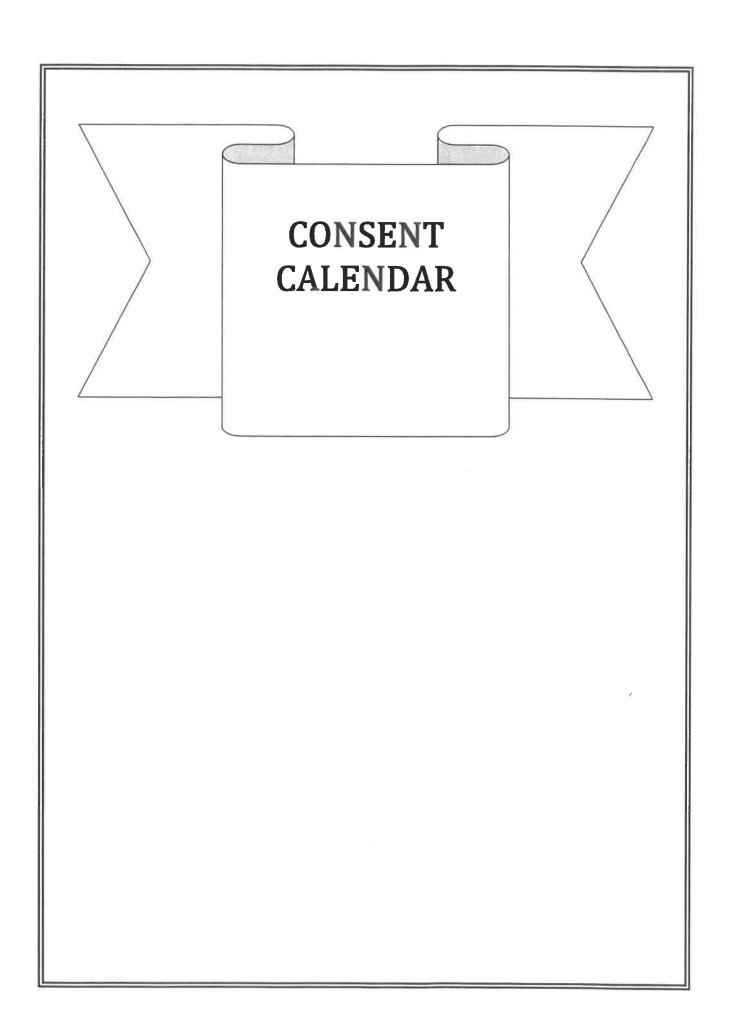
IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Blythe, California, to be affixed this 9<sup>TH</sup> day of April, 2019.



Mayor

03-29-2019 Dated





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Voucher	Date Vendor	Invoice	PO #	Description/Account	Amount
69628	3/15/2019 004501 US BANK CORP	044555649478	010685	CREDIT CARD CHARGES 2/2019  Total:	4,852.03 4,852.03
69629	3/15/2019 000150 INLAND BUILDERS SUPPLY INC	G06608 G13145 G17574 G19399 G19751 G25726 G28130 G31772 X34382	010649 010594 010594 010594 010594 010594 010594	DRY DIGESTED SLUDGE REMOVAL SU PARTS/SUPPLIES	39.47 16.84 154.93 18.26 23.66 10.74 40.42 58.02 59.21 56.35
69630	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2004171732	009580	ELECTRICITY/CITY FACILITIES  Total:	25,594.74 <b>25,594.74</b>
69631	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2012032199	009580	STREET LIGHTING 2/1-3/1/2019 Total:	2,144.20 <b>2,144.20</b>
69632	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2245360151 2245360151	009580 009580 009580	STREET LIGHTING 2/1-3/1/2019 ELECTRICITY/STREET LIGHTING 1/1-2/ Total :	47.67 47.67 95.34
69633	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2295418958	009580	ELECTRICITY/HIDDEN BEACHES 1/23-; Total :	95.53 <b>95.53</b>
69634	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2394985527	009580	ELECTRICITY/EV CHARGE STATION 1/1 Total:	107.75 1 <b>07.75</b>
69635	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2396171092	009580	ELECTRICITY///W/TP 1/28-2/27/2019  Total:	4,000.87 <b>4,000.87</b>
69636	3/15/2019 000283 SOUTHERN CALIFORNIA EDISON CO	2396171134	009580	ELECTRICITY/MPTF 1/28-2/28/2019	2,454.56

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96969	3/15/2019	000283	000283 SOUTHERN CALIFORNIA EDISON CO	N CO (Continued)		Total :		2,454.56
69637	3/26/2019		002768 AIRWAVE BROADBAND WIRELESS	88891	007520	BUSINESS PHONE SERVICE 4/1-5/1/20 Total:	w <b>w</b>	86.60 <b>86.60</b>
69638	3/26/2019	002458 AC	002458 AQUA-METRIC SALES, CO	INV0072762 INV0072870	010628 010628	METER PARTS/SUPPLIES METER PARTS/SUPPLIES Total:	3,7( 3,31 <b>7,02</b>	3,704.17 3,317.20 <b>7,021.37</b>
68639	3/26/2019		006873 ARAMARK UNIFORM & CAREER	001450557407 001450569353	010648 010648	UNIFORM SERVICES UNIFORM SERVICES Total:		186.24 176.74 <b>362.98</b>
69640	3/26/2019		007313 CALTROL, INC	CD99069976	010572	PARTS/SUPPLIES Total:		1,033.08 <b>1,033.08</b>
69641	3/26/2019	000667 CI	000667 CITY OF BLYTHE:WATER UTILITIES	23-108780-10	010676	COLLECTION ACCOUNTS - MORENO, # Total :		171.34 171.34
69642	3/26/2019		007134 CLIMATEC LLC	990001173	010677	ENERGY PERFORMANCE CONTRACT Total:		12,500.00 1 <b>2,500.00</b>
69643	3/18/2019		007315 COMMUNITY-PARTNERS	032819	010576	WELL CONFERENCE REGISTRATION 3 Total:	27	275.00 <b>275.00</b>
69644	3/26/2019		000227 COUNTY OF RIVERSIDE	AN0000001586	009661	SHELTER SERVICES 2/1-2/28/2019  Total:		3,419.67 <b>3,419.67</b>
69645	3/26/2019		005421 COUNTY OF RIVERSIDE	PU0000004643	009865	FLEET FUEL CHARGES 1/1-1/31/2019 Total:		6,573.54 <b>6,573.5</b> 4
69646	3/26/2019	005603 CF	005603 CR&R INCORPORATED	0087202	009576	445 N BROADWAY - COMMERCIAL TRA Total :	21	212.38 212.38
69647	3/26/2019		000037 CULLIGAN SOFT WATER SERVICE	0635283	009453	WATER SERVICE/WWTP 3/1-3/29/2019 Total:	7 %	76.13 <b>76.13</b>
69648	3/26/2019		000084 D & LAUTO PARTS INC	8681-155761	010595	PARTS/SUPPLIES	<del>-</del>	13.56
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69648	3/26/2019	000084 D & LAUTO PARTS INC	(Continued) 8681-155784 8681-156012 8681-156575 8681-156723	010595 010595 010595 010595	PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES PARTS/SUPPLIES	115.66 0.00 50.33 110.60 290.15
69649	3/26/2019	005996 DE LAGE LANDEN PUBLIC FINANCE	62708085	009577	CONTRACT #25273764 3/1-3/31/2019 Total :	258.62 <b>258.62</b>
69650	3/26/2019	3/26/2019 002173 DEPARTMENT OF JUSTICE	354012 354232 360061 360273	010678 010678 010678 010678	LIVE SCAN SERVICES 1/2019 LIVE SCAN SERVICES 1/2019 LIVE SCAN SERVICES 2/2019 LIVE SCAN SERVICES 2/2019 Total:	1,968.00 93.00 1,847.00 64.00 3,972.00
69651	3/26/2019	3/26/2019 000016 E S BABCOCK & SONS INC	BC90771-0040 BC90772-0040 BC90773-0040	009451 009451 009451	TESTING SERVICES TESTING SERVICES TESTING SERVICES Total:	82.05 45.00 75.00 <b>202.05</b>
69652	3/26/2019	003378 EMPIRE SOUTHWEST	EPWK0454165 EPWK0454166 EPWK0454167 EPWK0454168 EPWK0454169 EPWK0454732	010604 010604 010604 010604 010604	REPAIR/MAINTENANCE SERVICE REPAIR/MAINTENANCE SERVICE REPAIR/MAINTENANCE SERVICE REPAIR/MAINTENANCE SERVICE REPAIR/MAINTENANCE SERVICE INSPECTION SERVICE	749.80 138.00 593.50 138.00 139.39 431.60 <b>2,190.29</b>
69653	3/26/2019	000115 FEDEX	6-483-43718	010645	EXPRESS SHIPPING  Total:	31.40 31.40
69654	3/26/2019	007069 FORTILINE, INC	4539592 4540146	010584 010584	PARTS/SUPPLIES PARTS/SUPPLIES Total:	4,161.89 948.86 <b>5,110.75</b>
69655	3/18/2019	3/18/2019 005213 FRONTIER	7609228395 9091590013	009579 009579	COMMUNICATIONS/QUECHAN 3/1-3/31. COMMUNICATION/CITY FACILITIES	59.14 6,310.11

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69655	3/18/2019	005213 FRONTIER	(Continued) 9091590039 9091590042	009579 009579	COMMUNICATION/FIRE 3/7-4/6/2019 CENTRANET ACCESS-SL/WELLS 3/1-3/	329.61 1,882.70 <b>8,581.56</b>
69656	3/26/2019	3/26/2019 006051 GARCIA-BALDIZZONE, ARMANDO	032819	010575	TRAVEL - M&I 3/28-3/29/2019 Total :	45.00 45.00
69657	3/26/2019	000318 GLENN JOHNSON COOLING/HEATING	031954	010626	REPAIR/MAINTENANCE SUPPLIES Total:	140.08 14 <b>0.08</b>
69658	3/26/2019	006582 GOLDEN STATE OVERNIGHT	3856819	009561	PRIORITY OVERNIGHT SERVICES  Total:	26.08 <b>26.08</b>
69659	3/26/2019	006653 GOVERNMENT FINANCE OFFICERS	0123003	010679	MEMBER RENEWAL - C ELMS 5/1/2019.	190.00 190.00
09969	3/26/2019	3/26/2019 000869 GRAINGER	839768264	010545	PAINTS/SUPPLIES Total:	552.36 552.36
69661	3/26/2019	000129 GRANITE CONSTRUCTION	2	010644	LOVEKIN/BARNARD STORMDRAIN/STF  Total:	12,611.35 <b>12,611.35</b>
69662	3/26/2019	005295 KONICA MINOLTA	9005464836	009772	ACCT 1165535 BIZHUB C554/COPIES 2/	72.66 <b>72.66</b>
69663	3/26/2019	002150 LAW OFFICES OF JONES & MAYER	90927	010643	LEGAL SERVICES 2/2019 Total :	8,261.58 8,261.58
69664	3/26/2019	007257 MATRIX CONSULTING GROUP	18-70 #3	010680	DEVELOPMENT IMPACT FEE STUDY  Total:	12,000.00 <b>12,000.00</b>
69665	3/26/2019	3/26/2019 005294 O'REILLY AUTOMOTIVE STORES INC	2758-164930	010510	PARTS Total:	154.38 1 <b>54.38</b>
99969	3/26/2019	005645 PROTECTION ONE ALARM	127617329 127617330 127617331	007979 007979 007979	FIRE INSPECTION/FIRE MONITORING - SECURITY ALARM MONITORING - CITY SECURITY ALARM MONITORING - REC	147.12 91.95 91.95

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99969	3/26/2019	005645 005645 PROTECTION ONE ALARM	(Continued)		Total :		331.02
69667	3/26/2019	000073 PUBLIC ENTITY RISK MGMNT AUTHO	2019/4TH QTR	010681	WORKERS' COMP DEPOSIT PROGRAN	-	88,910.50 <b>88,910.50</b>
89969	3/26/2019	000213 QUILL CORPORATION	5549727	010599	OFFICE SUPPLIES Total:		191.28 <b>191.28</b>
69969	3/26/2019	003439 SHELL	8000243991903	010682	GASOLINE/PD 2/3-3/6/2019 Total:	 	44.18 44.18
029670	3/18/2019	3/18/2019 000241 SMART & FINAL IRIS CORP	065655 066505	010603 010640	SNACK SHACK SUPPLIES SNACK SHACK SUPPLIES Total:		121.59 613.02 <b>734.61</b>
69671	3/26/2019	3/26/2019 006110 SOUTHWEST NETWORKS, INC	19-2063	010683	GUARDIAN IT - REPAIRS/MAINTENANC  Total :		166.25 <b>166.25</b>
69672	3/26/2019	3/26/2019 001136 STANDAGE TIRE & AUTOMOTIVE	181953	009872	TIRE SERVICE/SUPPLIES  Total:		258.40 <b>258.40</b>
69673	3/26/2019	3/26/2019 001302 TRANSWORLD SYSTEMS INC	1983219 2000432	010684	COLLECTION SERVICES 1/2019 COLLECTION SERVICES 2/2019 Total :		-27.38 375.41 <b>348.03</b>
69674	3/26/2019	3/26/2019 000991 USA BLUEBOOK	827459	010601	PARTS/SUPPLIES Total:		431.19 <b>431.19</b>
69675	3/26/2019	005011 WILLDAN FINANCIAL SERVICES	010-40726	010091	CITY/WIDE FEE STUDY AND FULL COST		2,693.00 <b>2,693.00</b>
69676	3/26/2019	007323 ANDERSEN, JOE	Ref000198422		UB Refund Cst #020304 Total :	:- 	63.55 <b>63.55</b>
22969	3/26/2019	007331 ARB, INC.	Ref000198431		UB Refund Cst #023321		349.10 349.10
69678	3/26/2019	007327 BARRAZA, LETICIA	Ref000198427		UB Refund Cst #022906	_	129.21
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69678	3/26/2019	9 007327 007327 BARRAZA, LETICIA	(Continued)		Total :	129.21
62963	3/26/2019	9 007322 BIRDSONG, JERRY	Ref000198421	UB Refund Cst #019222	Total :	10.06 <b>10.06</b>
69680	3/26/2019	3/26/2019 005764 BIRDSONG, P.L.	Ref000198417	UB Refund Cst #001867	Total :	62.88 <b>62.88</b>
69681	3/26/2019	9 004598 BUSH, JOHN	Ref000198433	UB Refund Cst #023430	Total :	42.46 <b>42.46</b>
69682	3/26/2019	3/26/2019 007325 CHAMBERLAIN, DAVID	Ref000198425	UB Refund Cst #022316	Total:	76.22 <b>76.22</b>
69683	3/26/2019	3/26/2019 005245 CHUTE, JEREMY	Ref000198416	UB Refund Cst #000688	Total :	116.66 <b>116.66</b>
69684	3/26/2019	007320 FRANCO, JENNIFER	Ref000198419	UB Refund Cst #005911	Total:	0.61 <b>0.61</b>
69685	3/26/2019	007328 GIBBONS, KEVIN	Ref000198428	UB Refund Cst #022962	Total :	65.78 <b>65.78</b>
98969	3/26/2019	006501 GRANITE CONSTRUCTION	Ref000198423	UB Refund Cst #020513	1, Total: 1,	1,099.28 <b>1,099.28</b>
69687	3/26/2019	) 007319 MARIN SR, LUIS	Ref000198418	UB Refund Cst #001965	Total:	33.54 33.54
69688	3/26/2019	007321 NORIEGA, ANDRES	Ref000198420	UB Refund Cst #006797	Total:	21.63 <b>21.63</b>
68969	3/26/2019	3/26/2019 007329 RAMIREZ, RICHARD	Ref000198429	UB Refund Cst #023017	Total:	99.76
06969	3/26/2019	3/26/2019 007250 TRAN, ANTONIE	Ref000198430	UB Refund Cst #023079	Total :	150.92 <b>150.92</b>
69691	3/26/2019	007326 VIRAY, DORIS	Ref000198426	UB Refund Cst #022370		38.91
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Voucher	Date	Vendor	Invoice	# Od	Description/Account	Amount
69691	3/26/2019 007326	007326 007326 VIRAY, DORIS	(Continued)		Total:	38.91
69692	3/26/2019	3/26/2019 007332 WATSON, CHRIS	Ref000198432		UB Refund Cst #023361 Total:	<b>42.59</b>
69693	3/26/2019	3/26/2019 007324 YEAGER, MARK	Ref000198424		UB Refund Cst #020972 Total:	5.74
69694	3/19/2019	3/19/2019 007316 HOLIDAY INN EXPRESS & SUITES	21173322 22794062	010654	LODGING - N NUNEZ 4/9-4/11/2019 LODGING - S BURT 4/9-4/11/2019 <b>Total</b> :	305.62 305.62 <b>611.24</b>
69695	3/19/2019	3/19/2019 001564 RIVERSIDE CNTY SHERIFF'S DEPT	040919 040919	010656 010656 010656	PSP ARREST & CONTROL/BATON UPD, PSP ARREST & CONTROL/BATON UPD, Total:	244.00 244.00 <b>488.00</b>
-	68 Vouchers fo	Vouchers for bank code: union			Bank total :	223,859.82
•	68 Vouchers in this report	this report			Total vouchers :	223,859.82

vchlist 03/19/2019	8:58:40AM	, 0	Voucher List City of Blythe		Page: 8
Bank code :	union				
Voucher	Date Vendor	Invoice	# DO #	Description/Account	Amount
	CLAIMS VOUCHER APPROVAL				
	WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO HEREBY CERTIFY THAT THE WARRANTS NUMBERED 69628-69675 AND 69694-69695 AND THE UTILITY BILLING REFUND WARRANTS NUMBERED 69676-69693 ARE HEREBY APPROVED IN THE AMOUNT OF \$223,859.82 ON THIS 9th DAY OF APRIL, 2019	E CITY OF BLYTHE, CA DO NUMBERED 69628-69675 AND FUND WARRANTS NUMBERED HE AMOUNT OF			
		_ DIRECTOR OF FINANCE			
	CHRISTA ELMS				
	DALE REYNOLDS	MAYOK			
		VICE-MAYOR			
	ERIC EGAN	NAM IIONI MAN			
	JOSEPH DECONINCK				
		COUNCILMAN			
	JOSEPH HALBY				
	JOHNNY RODRIGUEZ	GOUNCILMAN			
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	nut
96969	4/1/2019	005923 CALIFORNIA PUBLIC EMPLOYEES'	000015617671		HEALTH BENEFITS - ALL EMPLOYEES	103,536.80 103,536.80	.80 .80
69697	4/3/2019	001564 RIVERSIDE CNTY SHERIFF'S DEPT	041119	010721	DRIVER TRAINER SIMULATOR - S BUR' Total :	162.00 <b>162.00</b>	00: 00:
69698	4/1/2019	005996 DE LAGE LANDEN PUBLIC FINANCE	62693179 62708085 62918405 63008293	007700 009577 009653 009596	CONTRACT #100-10153340 3/20-4/19/2C CONTRACT #25273764 LANIER/MPC30( CONTRACT #25340910 LANIER/MP6054 CONTRACT #25293025 LANIER/MP6002 Total:	3,839.07 258.62 213.83 252.63 <b>4,564.15</b>	.07 .62 .83 .63
66969	4/1/2019	005213 FRONTIER	7609223545	009579	COMMUNICATION/ALARM SYSTEM 3/1;	100.35 <b>100.35</b>	.35 . <b>35</b>
69700	4/1/2019	005213 FRONTIER	7609229375	009579	COMMUNICATNS/LIFT STATIONS 3/13-2 Total:	93.	93.15 <b>93.15</b>
69701	4/1/2019	000150 INLAND BUILDERS SUPPLY INC	240521 G11559 G17831 G33609 G33993 G38564 G38617 G40137 G40137 G40320 G40546 G41571 G43577	010740 010740 010691 010691 010691 010691 010691 010691 010691 010691	FINANCE CHARGE PARTS/SUPPLIES PARTS/SUPPLIES SEWER LIFT REHAB PARTS/SUPPLIES	1.62 107.91 20.40 24.73 35.78 102.07 103.95 46.31 16.15 24.76 97.69 101.81 18.30 18.30	1.62 07.91 20.40 24.73 35.78 02.07 13.95 46.31 16.15 24.76 97.69 01.81 23.69 18.30
69702	4/1/2019	003392 SPRINT	248009810-136	009465	CELL PHONE SERVICE 2/15-3/14/2019 Total:	84.14 <b>84.14</b>	4 4

vchlist 04/05/2019	8:25:39AM	W	Voucher List City of Blythe		<b>L</b>	Page: 2
Bank code :	union					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69703	4/1/2019	006924 SUN LIFE FINANCIAL	923380		DENTAL, VISION, LIFE, STD, PREMIUM!	6,061.99 <b>6,061.99</b>
69704	4/1/2019	003035 VERIZON WIRELESS	9826179435	999600	WIRELESS SERVICE 2/14-3/13/2019 Total:	766.24 <b>766.24</b>
69705	4/1/2019	003035 VERIZON WIRELESS	9826179436	999600	WIRELESS SERVICE/WATER METERS;  Total:	76.02 <b>76.02</b>
90269	4/3/2019	006924 SUN LIFE FINANCIAL	923380		DENTAL, VISION, LIFE, STD, PREMIUM!	308.87 <b>308.87</b>
69707	4/4/2019	004476 BURT, SEAN	040919	010652	TRAVEL - M&I 4/9-4/11/2019 <b>Total</b> :	135.00 <b>135.00</b>
69708	4/4/2019	006734 NUNEZ, NATHANIEL	040919	010655	TRAVEL - M&I 4/9-4/11/2019 Total :	135.00 <b>135.00</b>
69209	4/1/2019	005923 CALIFORNIA PUBLIC EMPLOYEES'	000015617674		HEALTH BENEFITS - ELECTED 4/2019 Total:	2,728.13
69710	4/9/2019	006366 ALARM PROTECTION SERVICES	044351	009452	ALARM MONITORING SERVICES - APRI Total :	149.85 <b>149.85</b>
69711	4/9/2019	005178 ALFARO, EVELYN	ZPM1/2019	010710	ZUMBA INSTRUCTOR Total:	375.00 <b>375.00</b>
69712	4/9/2019	002458 AQUA-METRIC SALES, CO	INV0072927	010751	ANNUAL SENSUS ANALYTICS SUPPOR	6,950.00 <b>6,950.00</b>
69713	4/9/2019	006873 ARAMARK UNIFORM & CAREER	001450581356 001450593360	010709	UNIFORM SERVICE UNIFORM SERVICE Total :	176.74 220.89 <b>397.63</b>
69714	4/9/2019	003475 ARCCOP	001	010686	2019 MEMBERSHIP DUES - COE Total :	150.00 1 <b>50.00</b>
69715	4/9/2019	007223 ARIAS-MARTINEZ, PATRICIA MARILUZ	FS1/2019	010711	FUNSTEPS INSTRUCTOR	1,050.00
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vchlist 04/05/2019	8:25:39AM	W	Voucher List City of Blythe		<b>a.</b>	Page: 3
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
69715	4/9/2019	007223 007223 ARIAS-MARTINEZ, PATRICIA MARILUZ	MARILUZ (Continued)		Total :	1,050.00
69716	4/9/2019	005899 ASAP CHECKS, FORMS & SUPPLIES	190318023	010689	CHECK STOCK - AP Total :	149.44 <b>149.44</b>
69717	4/9/2019	000385 BIO-TOX LABORATORIES	37419	010687	BLOOD/URINE SCREENING Total:	43.00 <b>43.00</b>
69718	4/9/2019	000048 BURTRONICS BUSINESS SYSTEMS	AR54399	010752	MAINT CONTRACT #24509-02 COPY OV Total:	200.20
69719	4/9/2019	007005 BUTLER, CYNTHIA	BSKTBLL2019	010712	BASKETBALL OFFICIAL Total:	600.00 600.00
69720	4/9/2019	005584 CALCLEAN INC	CP0019-40	010753	HYDROCARBON CLEAN-UP/PLUME #6  Total:	23,915.00 <b>23,915.00</b>
69721	4/9/2019	006910 CATON, HEATHER	TAIYOGA1-2019	010713	YOGA INSTRUCTOR Total :	90.00 90.00
69722	4/9/2019	004804 CITY OF BLYTHE	MAR 2019		AMOUNT BILLED TO CUSTOMERS 3/20 Total:	33,543.00 33,543.00
69723	4/9/2019	000667 CITY OF BLYTHE:WATER UTILITIES	MAR 2019	009731	WATER/SEWER BILLING - CITY FACILIT  Total :	2,718.62 2,718.62
69724	4/9/2019	003841 CIVIC PLUS	182185	007603	WEBSITE HOSTING & SUPPORT Total:	1,769.90 1,769.90
69725	4/9/2019	000437 CO OF RIV AUDITOR-CONTROLLER	FEB 2019	010754	PARKING CITATIONS 2/2019 Total:	197.00 <b>197.00</b>
69726	4/9/2019	001086 COPA INC	CL08885 CL08886 CL08887	009539 009539 009539	FUEL - CITY VEHICLES/FIRE DEPT FUEL - CITY VEHICLES/STREET DEPT FUEL - CITY VEHICLES/SEWER DEPT Total:	199.32 280.00 209.21 <b>688.53</b>
69727	4/9/2019	005603 CR&R INCORPORATED	FEB 2019	010630	FRANCHISE CONTRACT 2/2019	62,226.87

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69727	4/9/2019	005603 005603 CR&R INCORPORATED	(Continued)		Total:	62,226.87	
69728	4/9/2019	004884 CRECELIUS, MALLORY	032819	010732	TRAVEL - MILEAGE REIMBURSEMENT Total:	145.96 1 <b>45.96</b>	ပ္ ဖွာ
69729	4/9/2019	003026 CROWE, JONATHAN	BSKTBLL.2019	010714	BASKETBALL OFFICIAL Total:	637.00 <b>637.00</b>	0 0
69730	4/9/2019	007129 CURIE, JOE	BSKBTBLL2019	010715	BASKETBALL OFFICAL Total:	30.00 30.00	0 0
69731	4/9/2019	000156 CYLE JOHNSON ELECTRIC INC	53670 53671 53679	010690 010690 010690	REPAIR/MAINTENANCE SUPPLIES REPAIR/MAINTENANCE SERVICE SEWER LIFT REHAB	88.37 998.73 305.19 1,392.29	
69732	4/9/2019	000084 D & LAUTO PARTS INC	8681-156801	010708	SEWER LIFT REHAB  Total:	41.75 <b>41.75</b>	<b>ما</b> كا
69733	4/9/2019	004431 DANA KEPNER COMPANY INC	9506550-00 9506808-00 9507044-00	010538 010538 010675	PARTS/SUPPLIES PARTS/SUPPLIES SEWER LIFT REHAB <b>Total</b> :	2,720.94 3,167.71 709.60 <b>6,598.25</b>	4 - 0 r
69734	4/9/2019	001757 DATA TICKET INC	98262 98933	010755 010755	ADMIN CITATION PROCESSING 2/2019 PARKING CITATION PROCESSING 2/20 Total:	200.00 181.38 <b>381.38</b>	0 8 80
69735	4/9/2019	000016 E S BABCOCK & SONS INC	BC91447-0040 BC91448-0040 BC91449-0040 BC91547-0040 BC92113-0040 BC92649-0040 BD90014-0040 BD90016-0040	009451 009451 009451 009451 009451 009451 009451	TESTING SERVICES	99.0 45.0 108.8 81.6 81.6 15.0 45.0 27.2 27.2 187.4 60.0	1 02002000
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69735	4/9/2019	000016 000016 E S BABCOCK & SONS INC	(Continued)		Total:	839.55	l in
69736	4/9/2019	004850 ELIZALDE, ROCKY	031919	010756	REIMBURSEMENT - WORK BOOTS Total:	100.00	C -
69737	4/9/2019	007069 FORTILINE, INC	4548359 4551717	010723 010723	PARTS/SUPPLIES PARTS/SUPPLIES <b>Total</b> :	508.08 2,415.38 <b>2,923.46</b>	m m **
69738	4/9/2019	005978 FULTON DISTRIBUTING - SO CAL	470378	010724	JANITORIAL SUPPLIES Total:	165.17 <b>165.17</b>	N. N.
69739	4/9/2019	006582 GOLDEN STATE OVERNIGHT	3873429	009561	PRIORITY OVERNIGHT SERVICES  Total:	42.87 42.87	N. 4
69740	4/9/2019	003794 HARVEY CONSULTING GROUP, LLC	CB-1		PROGRESS PAYMENT - JAN/FEB 2019 Total :	2,800.00 <b>2,800.00</b>	C -
69741	4/9/2019	000140 HDL COREN & CONE	0030825-IN	022600	CONTRACT SERVICES - SALES QTR 3 Total:	1,126.90 <b>1,126.90</b>	C -
69742	4/9/2019	007243 HILL, JULIAN	BSKTBLL2019	010716	BASKETBALL OFFICIAL Total:	160.00 <b>160.00</b>	
69743	4/9/2019	003088 HUNTINGTON COURT REPORTERS	31721	010653	TRANSCRIPTION SERVICES 2/1-2/28/2( Total:	181.70 <b>181.70</b>	
69744	4/9/2019	003900 INTERNATIONAL CODE COUNCIL INC	1001016198	010705	BOOKS Total:	249.71 <b>249.71</b>	
69745	4/9/2019	001460 LAWSON PRODUCTS INC	9306522559	010574	SUPPLIES	810.08	~
			9306529983	010574	SUPPLIES Total:	243.27 1,053.35	·
69746	4/9/2019	006768 LEWIS BRISBOIS BISGAARD	2302927 2305142	010674 010717	JUDGEMENTS & SETTLEMENTS - LAW: JUDGEMENTS & SETTLEMENTS - LAW:	975.00 136.50	
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69746	4/9/2019	006768 006768 LEWIS BRISBOIS BISGAARD	(Continued)		Total:	1,111.50	00
69747	4/9/2019	004824 LIEBERT, CASSIDY & WHITMORE	1474265	010757	PROFESSIONAL SERVICES RENDEREI  Total:	989.75 <b>989.75</b>	5 <b>7</b> 5
69748	4/9/2019	007246 MUNOZ, PEDRO	BSKTBLL2019	010718	BASKETBALL OFFICIAL Total:	280.00 <b>280.00</b>	0 <b>0</b>
69749	4/9/2019	003181 NORTHERN SAFETY CO INC	903337706	010596	SAFETY SUPPLIES	251.79	ō.
			903359390	010596	SAFETY SUPPLIES Total:	203.57 <b>455.36</b>	<b>1</b> 9
69750	4/9/2019	005009 PARKER OIL PRODUCTS, INC	79323	009540	GASOLINE/OIL - EQUIPMENT <b>Total</b> :	608.96 <b>608.96</b>	9 <b>9</b>
69751	4/9/2019	005645 PROTECTION ONE ALARM	127617339 127617330 127617331	97979 007979 007979	FIRE INSPECTION/FIRE MONITORING - SECURITY ALARM MONITORING - CITY SECURITY ALARM MONITORING - REC TOTAL :	147.12 91.95 147.12 386.19	<b>9</b> 12 22 13
69752	4/9/2019	000213 QUILL CORPORATION	5735952	010641	SUPPLIES Total:	195.32 <b>195.32</b>	2 2
69753	4/9/2019	005981 ROAD RUNNER SANITARY	125635	010697	SUPPLIES Total:	95.04 <b>95.04</b>	4 4
69754	4/9/2019	007240 RUIZ, JAIME	BSKTBLL2019	010719	BASKETBALL OFFICIAL Total:	740.00 <b>740.00</b>	0.0
69755	4/9/2019	000241 SMART & FINAL IRIS CORP	055409	010704	SUPPLIES - SNACK SHACK  Total:	621.87 <b>621.87</b>	2
69756	4/9/2019	006110 SOUTHWEST NETWORKS, INC	19-3530	010758	COMPUTER PARTS/SUPPLIES  Total:	300.16 300.16	9 <b>9</b>
69757	4/9/2019	002783 THATCHER COMPANY OF ARIZONA	5047192	009723	CHEMICALS	1,386.00	0

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Voucher	Date	Vendor		Invoice	# Od	Description/Account	Amount
69757	4/9/2019	4/9/2019 002783	002783 THATCHER COMPANY OF ARIZONA	ONA (Continued)		. Total :	1,386.00
69758	4/9/2019		000141 THE HOLT GROUP INC	B19-02-205	010725	LOVEKIN/BARNARD STORMWATER PR Total :	2,855.00 <b>2,855.00</b>
69759	4/9/2019		000266 UNDERGROUND SERVICE ALERT/SC	18DSBFEE647 220190056	010600	2019 CA STATE FEE FOR REGULATORN DIG ALERT TICKETS 2/2019 Total:	25.52 125.50 <b>151.02</b>
09269	4/9/2019		000991 USA BLUEBOOK	829410	010284	SUPPLIES Total:	215.97 <b>215.97</b>
69761	4/9/2019		007301 WILLIAMS, VICTOR	041219	010742	TRAVEL - M&I 4/12-4/13/2019 Total:	45.00 45.00
	66 Vouchers fo	Vouchers for bank code:	e: union			Bank total:	283,907.53
	66 Vouchers in this report	n this report				Total vouchers:	283,907.53

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Voucher	Date Vendor	Invoice	# Od	Description/Account	Amount	崩
	CLAIMS VOUCHER APPROVAL					Ï
	WE, THE UNDERSIGNED OFFICERS OF THE CITY OF BLYTHE, CA DO HEREBY CERTIFY THAT THE WARRANT NUMBERED 69696-69761 ARE HEREBY APPROVED IN THE AMOUNT OF \$283,907.53 ON THIS 9th DAY OF APRIL, 2019.					
	CHRISTA ELMS					
	DALE REYNOLDS					
	VICE-MAYOR ERIC EGAN					
	COUNCILMAN					
	JOSEPH DECONINCK					
	JOSEPH HALBY					
	COUNCILMAN					
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# PAYROLL LISTING

Pay period 02/22/2019 to 03/07/2019 Payday 03/15/2019

50956 to 50971 and Direct Deposits numbered 44337 to 44395 are hereby approved in the amount of We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered \$226,069.26 this 9th day of April 2019.

Director of Finance

Councilman De Coninck Councilman Halby Director of Finance Mayor Reynolds Councilman Rodriguez Vice Mayor Egan

# PAYROLL LISTING

Pay period 03/20/2019 to 03/20/2019 Payday 03/20/2019 We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered 50972 to 50973 are hereby approved in the amount of \$344.79 this 9th day of April 2019.

Director of Finance

Councilman De Coninck Mayor Reynolds Vice Mayor Egan

Councilman Halby

Councilman Rodriguez

# PAYROLL LISTING

Pay period 03/08/2019 to 03/21/2019 Payday 03/29/2019

50974 to 50987 and Direct Deposits numbered 44396 to 44452 are hereby approved in the amount of We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered \$205,012.06 this 9th day of April 2019.

Director of Finance

Councilman De Coninck Councilman Halby Mayor Reynolds Councilman Rodriguez Vice Mayor Egan

# PAYROLL LISTING

Pay period 03/01/2019 to 03/31/2019 Payday 04/05/2019

50988 to 50992 and Direct Deposits numbered 44453 to 44556 are hereby approved in the amount of We the undersigned officers of the City of Blythe, CA, do hereby certify that Warrants numbered \$66,583.83 this 9th day of April 2019.

Director of Finance

Councilman De Coninck Councilman Halby Councilman Rodriguez Vice Mayor Egan

Mayor Reynolds

#### Minutes of the Blythe City Council March 12, 2019

The March 9, 2019 Meeting of the Blythe City Council was called to order at 6:00pm in the Council Chambers by Mayor Reynolds. Also in attendance were Vice Mayor Egan and Council Members DeConinck, Rodriguez and Halby. Staff in attendance included: Interim City Manager and City Clerk Crecelius, Finance Director and City Treasurer Elms, Police Chief Wade, Public Works Director Baldizzone, Chief Building Official Garnica and City Attorney Bettenhausen.

The Pledge of Allegiance was led by Mayor Reynolds. The invocation was offered by Vice Mayor Egan.

#### REPORT FROM CLOSED SESSION:

City Attorney Bettenhausen stated the City Council entered into Closed Session at 5:30pm for consideration of existing litigation, two cases and conference with labor negotiator. Discussion was had, no final action was taken.

#### PRESENTATION:

Peter Martinez, PVC Academic Senate President on Community Relations and Strong Workforce Initiatives. Mr. Martinez also had with him Dean of PVC Biju Ramen and Maria Lopez. Mr. Martinez stated PVC is moving forward at an unprecedented rate. The Governor's Office has allocated funding to career technical education. We are seeking support from the City and various entities to develop an alliance. We want to give Blythe the opportunity to grow.

Mr. Ramen stated we currently receive a grant of \$800,000 from the State of California. We have regional and local projects. We will be able to update our automotive labs and instruction. We are looking at an RN Program to accompany the LVN and CNA programs and are working on a culinary program.

Maria Lopez, Career Technical Educational Counselor at PVC working with these programs stated I have also been working with our high school students to take classes on our campus. They are earning high school and college credits and could obtain a certificate in one of these programs. This summer we will hold a 6 week course for our CNA course for 10<sup>th</sup> graders.

Peter Martinez stated we will be reaching out to you in the near future to establish a collaboration to build a stronger Blythe community.

Palo Verde College's 4<sup>th</sup> Annual Job Fair. Jeanette Garrett, Job Placement Specialist and Clinical Site Coordinator at Palo Verde College stated this position is funded by the Strong Works Force Program.

Lourdes Aguyo with the Employment Development Department stated they are working with the College to host a Job Fair in Blythe. She invited the City and public to attend the event. Last year 30 people were hired at the event.

Jeanette Garrett stated the Job Fair is on April 16<sup>th</sup> from 1-4pm in the gymnasium at Palo Verde College. We are seeking employers to participate in the event.

Mayor Reynolds invited Adrian Melendez to make a presentation.

Adrian Melendez, owner and coach of Adrian's boxing gym invited the public to attend a boxing exhibition on April 6<sup>th</sup> at 6pm at the Gym.

**CONSENT CALENDAR:** Items on the Consent Calendar are considered routine and will be enacted with one motion of the Council. If any item requires individual consideration, it will be removed from the consent calendar and acted upon separately.

No public comment. Councilman DeConinck moved approval of the Consent Calendar. The motion was seconded by Vice Mayor Egan with a unanimous ave vote.

#### 3. Posting of the Agenda.

The summary of agenda items were posted on the bulletin boards on the outside of the public entrance to the Council Chamber and near the inside entrance of the Council Chamber on Friday, March 8, 2019.

#### 4. Approval of the Warrant Register.

Recommendation: Approve 3/12/19, warrants numbered 69472 through 69560 and Utility Billing Refund Warrants numbered 69561 through 69569 in the amount of \$646,250.41 and 3/12/19, warrants numbered 69570 through 69627 in the amount of \$386,451.07.

#### 5. Approval of the Payroll Register.

Recommendation: Approve 3/12/19, warrants numbered 50920 through 50934 and Direct Deposits numbered 44115 through 44174 in the amount of \$228,226.64; 3/12/19, warrants numbered 50935 through 50950 and Direct Deposits numbered 44175 through 442333 in the amount of \$234,982.59 and 3/12/19, warrants numbered 50951 through 50955 and Direct Deposits numbered 44234 through 44336 in the amount of \$70,566.36.

- 6. <u>Minutes of the February 12, 2019 City Council Meeting.</u>
  Recommendation: Approve the Minutes of the February 12, 2019 meeting.
- 7. <u>City of Blythe Permits issued for the Month of February 2019.</u> Recommendation: Receive and file this monthly report.
- 8. <u>City of Blythe Fire Department Monthly Activity Report for February 2019.</u>
  Recommendation: Receive and file this monthly report.
- 9. <u>City of Blythe Police Department Monthly Activity Report for February 2019.</u>
  Recommendation: Receive and file this monthly report.

#### 10. AB 1383 Comment Letter.

Recommendation: Retroactively approve the Mayor signing and directing staff to submit the attached comment letter to CalRecycle regarding proposed AB 1383 regulations.

#### 11. Agreement for CFD No. 2004-1 Special Tax Administration Services.

Recommendation: Authorize the City Manager to sign an Agreement with David Taussig & Associates for Special Tax Administration Services.

#### 12. Recreation Center Building Improvement Project.

Recommendation: Accept a donation of labor and materials in an amount not to exceed \$5,000 from the Rec-N-Crew needed to finish the Building Improvement Project at the Recreation Center.

#### 13. State and Federal Surplus Property Program.

Recommendation: Adopt Form SASP 202-Resolution and authorize the Mayor and staff to execute any and all forms necessary to become eligible for the State and Federal Surplus Property Program.

### 14. <u>Amendment No. 2 to the MOU between Riverside County Transportation</u> Commission and the City of Blythe.

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the MOU between County and City for trading State Transportation Improvement Program Intra-County Palo Verde Formula funds.

No public comment. Councilman DeConinck moved approval of the Consent Calendar. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

#### **PUBLIC HEARING:**

Notice of Exemption-Casablanca Farms. Interim City Manager Crecelius stated the Casablanca Farms project includes multiple greenhouse cultivation units totaling approximately 34,560 square-feet and four modular units with a footprint of 960 square-feet each for use as an administrative office/break room and ancillary facilities. Also included in the project is a parking lot, storm water detention basin and a new water supply well and septic system. The proposed project is located on a 2.94 acre property located at 3450 W. Hobsonway with Neighbors Blvd. to the east, Interstate 10 to the South and Hobsonway to the North. The City's General Plan land use and zoning designation on the project site is General Commercial which allows for the operation of cannabis related businesses. Based upon review of the CEQA Guidelines, the City has determined that the proposed project qualifies for an Urban Infill Exemption as it meets each of the five criteria set forth in the CEQA Guidelines, section 15332:

- (a) The proposed use is consistent with the City's General Plan and zoning.
- (b) The Site is within City limits, less than five acres, and in the vicinity of other existing and planned urban uses.
- (c) The Site is historically farmed land and has no value as habitat for special status species.
- (d) The proposed Project will have no significant effects relating to traffic, noise, air quality and water quality.
- (e) The Site can be adequately served by all required utilities and public services. Therefore, subsequent to the Public Hearing it is recommended Council adopt a Notice of Exemption for the Casablanca Farms project and direct staff to file the Notice of Exemption with the County Clerk.

No public comment. Vic Mayor Egan moved approval of staff's recommendation. The motion was seconded by Councilman Rodriguez with a unanimous aye vote.

#### **NEW BUSINESS:**

AVA Towing Services. CSO Thomas reported on February 12<sup>th</sup> Council authorized staff to receive proposals for the Abandoned Vehicle Abatement program. The RFP was hand delivered to all local agencies and sent to the agency we currently contract with. All agencies responded with a bid. Initially, as stated in the staff report it appeared Parker Towing was the low bidder. After further consideration it was deemed non responsive as it did not meet the required guidelines and criteria. It is staff's recommendation that Council award the AVA Towing Services Agreement to H&H Ramsey, the responsible bidder. It is further recommended you authorize the City Manger to execute all forms and agreements.

Councilman Halby asked what about the quote was not responsive. CSO Thomas reported Parker Towing submitted hourly rates. The bid required a flat rate.

Vice Mayor Egan stated my daughter works for Ramsey and excused himself from the meeting.

Public comment. Leslie Jessop Watkins of 117 E. Hobsonway stated I am glad to see this. As the State Farm Agent I have the opportunity to be out inspecting homes, going down alley ways and we have several vehicles requiring abatement. The sooner we can get them off the streets the better. They are a safety hazard. The rates are very fair.

Councilman Rodriguez moved approval of staff's recommendation including a finding that the low bidder was not responsive therefore; the contract will be awarded to H&H Ramsey. The motion was seconded by Councilman Halby with a unanimous aye vote.

Vice Mayor Egan rejoined the meeting.

Phlebotomist/Evidence Collection Services. Chief Wade reported the Blythe Police Department has been using Gale Nelson Phlebotomy for our 24/7 phlebotomy services for at least the last 20 years. Phlebotomy services, commonly referred to as blood draws, are a round the clock necessity in law enforcement. The need to collect blood from persons involved in various crimes, most commonly DUI's, occur at all hours of the day. In July of 2018 the Blythe Police Department was notified by Gale Nelson that she was retiring and closing her Phlebotomy business. Staff researched available options and found no other licensed phlebotomy services servicing Blythe. Thankfully Ms. Nelson was flexible in her retirement date and assisted in recruiting Jennifer Lambert a local Blythe resident already working in the medical field. Ms. Lambert formed MJ3, Inc. a phlebotomy service company and on December 2, 2018 completed the necessary requirements to become a certified phlebotomy technician. Since that time Ms. Lambert has been responding along with Gale Nelson to various call outs and has done a really good job. Therefore I am asking Council to authorize staff to execute a professional service agreement with MJ3, Inc. for the on-call blood draw evidence collection services.

No public comment. Councilman DeConinck moved approval of staff's recommendation. The motion was seconded by Vice Mayor Egan with a unanimous aye vote.

Miller Park Playground Improvement Project. Public Works Director Baldizzone reported City staff has been working on this project for a long time. Bid documents were prepared for the Miller Park Project. Bids were opened on February 26<sup>th</sup>. Three bids were received. The City determined the first two were non-responsive bidders due to the failure to submit all appropriate documentation as required by the bid package which included federal and local requirements. Therefore the only responsive bidder was Ortco, Inc. in the amount of \$176,765. The City has accumulated a total of \$143,394 in CDBG funds from Fiscal Years 17/18 and 18/19. After communicating the results of the bid opening with County EDA the City is able to advance CDBG funds from FY 19/20 to complete this project. For the construction of this project it is recommended Council award the project to Ortco, Inc. contingent on all bonds and contract documents being fully executed and to the satisfaction of County EDA, authorizing the City Manager to execute the agreement with Ortco in an amount not to exceed \$176,765 and authorize the request of an advance of FY 2019/20 CDBG funds in an amount of \$35,000.

No public comment. Vice Mayor Egan moved approval of staff's recommendation with a finding that the other two bids were deemed unresponsive. The motion was seconded by Councilman DeConinck with a unanimous aye vote.

Commercial Cannabis Ordinance Amendments. Interim City Manager Crecelius reported this next item is related to the Cannabis Ordinance, but there are two separate topics we will be discussing. To streamline the discussion I would like to break them into two, starting with the Ordinance amendments requested by EL Rancho Verde, LLC. We will discuss that, Council will make a motion and then we will move onto discuss Deliveries.

In late January staff received a request from El Rancho Verde, LLC to amend a section of the Commercial Cannabis Ordinance related to signage and hours of operation. As currently written the Ordinance does not allow for cannabis businesses to have an illuminated sign or to use logos on signage. The proposed amendment would allow for illuminated signs to be placed at Cannabis businesses and for use of a company logo on the sign for advertising purposes. The logo would be prohibited from including identification of the products offered. The Ordinance prohibits the use of banners at cannabis business. El Rancho Verde, LLC would like to place a "coming soon" banner at their location which is not allowed per the Ordinance. The proposed amendment includes language that would allow a temporary banner (in place for less than 60 days). This would give cannabis businesses the opportunity to advertise their business until a permanent sign could be installed. Currently the hours of operation for a dispensary are 8am and 7pm daily. The proposed amendment includes hours of operation from 6am to 10pm daily. State regulations allow for sales to take place between the same hours. Other requested amendments include the removal of the requirement for remote access to security. Currently cannabis businesses must supply the City's Police Chief with remote login to their security system. Staff does not support the removal of this language. Remote login would be used as the need arises. Currently the Ordinance does not allow any products or graphics depicting cannabis to be visible from the exterior of the property. El Rancho Verde, LLC has requested this language be removed from the Ordinance. As it was Council's intent to keep this business out of sight and out of mind for our residents, staff cannot support the removal of this language. This business is located in a very public place with the potential for children to be walking the dispensary on their way to Albertsons. It is recommended Council conduct the first reading of Ordinance No. 895-19 by title only, waiving future reading adopting changes to the Commercial Cannabis Ordinance related to signage and hours of operation.

Trevor Farrage, General Manager of El Rancho Verde, LLC which will be doing business as the Prime Leaf stated we wanted some clarification on the security and being able to control our surveillance system. We are fine with providing a security login to view the cameras. Along with the signage we asked for the ability to have billboards. The State of California already prohibits billboards on a State freeway within 15 miles of a border which takes Blythe almost completely out of it, but we would like to have a billboard in say Desert Center. As the Ordinance is written it would prohibit a billboard anywhere in the state and we find that to be unreasonable. We are fine with reasonable restrictions on

the visibility of certain products or certain pictures of products. However, we believe there should be some kind of reasoning for not allowing the cannabis leaf. It's essentially the leaf of a plant. I have a logo of the Prime Leaf. This is the logo our sister company uses for medical marijuana in Arizona. This could be argued that it's a star with rays coming off of it or argued that it's a cannabis leaf. It's not obtrusive or offensive. I believe something as simple as that should be allowed. The Bureau of Cannabis Control uses the cannabis leaf. This marking is required on any product we sell. It's a symbol of our industry. We want to be a successful retail business and be involved in the community and at the same time we are expected to be out of sight and out of mind. That may be ok for cultivation and manufacturing operations, but not appropriate for a retail business.

Interim City Manager stated the reason I didn't look into the billboard issue more is because I knew the State regulation so I thought well that takes care of that because our Ordinance is for the City. Our City Ordinance says except for temporary banners, no banners, flag, billboards or other prohibited signs shall be used at any time. That is for the City. If it's outside the City this Ordinance is kind of ambiguous. They may be able to put a billboard out in Desert Center.

Councilman Halby does not have a problem with a billboard in Desert Center.

Discussion was held regarding logos. City Attorney Bettenhausen advised that this topic be continued to allow for further study. There are complications with the conflict between State and Federal laws. I don't want to go into detail and create an issue for you. I would like my office to look at this. We should take a thoughtful approach and not make any snap decisions tonight.

Public Comment. Heather Fulmer of 339 N. 5<sup>th</sup> stated I thought there were two parts to this, did I miss something? It was reported there will be a second report and second public comment period.

The item was tabled for further review.

Interim City Manager Crecelius stated when the City's Cannabis Ordinance was adopted in 2017 delivery was excluded from the list of available cannabis permits. At that time, State regulation allowed the local authority to make that determination. The State recently adopted regulations that took away that local control. The State now allows delivery employees to deliver to any jurisdiction. Although our Ordinance does not allow delivery businesses, we are no longer able to enforce this provision. Deliveries to Blythe from out of the area or from one of the two permitted dispensaries would be allowed even though the City does not have the ability to license or regulate the delivery business as the Ordinance is currently written. The Council has a number of options to address this change in state regulation.

Option 1. Do nothing. As long as the ban on deliveries as currently written in the Ordinance is not enforced, an amendment would not be necessary. This would allow outside businesses to deliver to Blythe without any licensing or regulation from the City.

Taxes would not be collected from these businesses. Several Cities are challenging the State on this language. If the Cities are successful with their challenge, the language could be amended.

Option 2. Amend the Ordinance to insert delivery language compliant with new state regulation. This would allow for the two permitted dispensaries in Blythe to deliver along with any businesses coming from out of the area. There would be no licensing fees or licenses issued by the City. The City would be able to collect taxes on the local dispensaries only.

Option 3. Add delivery permits under Non-Store Front retail. This would allow the City to license, regulate and tax any business and its employees delivering within the City. The City would then have access to and knowledge of all commercial cannabis businesses operating in the City. The Council could limit the number of non-storefront retail permits available. These permits would be issued in the same manner as all other Commercial Cannabis Business Permits. No deliveries would be made unless the operator had applied for and been awarded a permit from the City and all employees were issued employee permits.

Staff recommends adding two (2) Non-Storefront Dispensary Permits to the City's Commercial Cannabis Ordinance. This would allow the City the ability to license, regulate and tax delivery businesses operating within the City. This would also authorize the City to perform background checks on all delivery employees working within the City.

Councilman Rodriguez stated we can't collect unless we have an Ordinance. Interim City Manager Crecelius stated the sale is made on-line so the tax is collected where the sale happens. If they make the sale in Indio and deliver it to Blythe, Indio gets the tax. If we allow non-storefront retails in Blythe they make the sale in Blythe and will be taxed in Blythe. Right now anyone can deliver, but we can't tax, regulate or stop the delivery.

Councilman Halby stated what I don't understand is that you are recommending two permits, but that doesn't stop an entity from LA or Indio from taking orders and delivering here. Interim City Manager Crecelius stated as it has been explained by the City Attorney's office, if we have these permits available, it would apply to everyone and they would have to apply for them. Councilman Halby does not understand how we could stop another entity from delivering here. City Attorney Bettenhausen stated it's a question of enforcement. They are required to get a permit, but it won't necessarily stop someone from operating without it. If we have something on the books then we can enforce it.

Interim City Manager Crecelius stated this is one of the reasons Cities are challenging the State on this as the language is very vague. It takes local control away from banning delivery, but it gives us the control to license and regulate them.

Councilman Rodriguez stated I don't like the idea. I have security concerns about a mobile business. You could say you are delivering this much when it's really another amount. Could we put a cap on the amount they can carry? City Attorney Bettenhausen stated State law would most likely preempt that. Councilman Rodriguez stated with State

law we can't be more lenient but can't we be more restrictive? City Attorney Bettenhausen stated he would have to look at the provision and come back with a more specific answer. Councilman Rodriguez stated if we lowered the amounts it would not be feasible for anyone to come from out of the area. That would eliminate that from our City. It says after every delivery route they have to return to their place of origin with their loads. If we limit that amount, it would not be feasible and may eliminate that market until the Ordinance is clarified or we develop our own cannabis industry. City Attorney Bettenhausen stated there are preemption issues there that would require a closer look. It's certainly an idea. There are some potential issues that I would want to look at.

Councilman Rodriguez sees a non-storefront as a work around for a dispensary. In my mind there is too much room for crime. To have a local delivery guy running around with \$5,000 in product and \$3,000 in cash, they will be an easy target.

Councilman Halby stated there are a lot of ways you can read this. Does it mean they have to have a dispensary in another location and they can come to Blythe and apply for a non-storefront? I don't believe that's the way California is issuing those permits. I believe it would be two more retail permits in Blythe. They would have to have a location in town just like a dispensary without any customers. I think the issue is we don't fully understand this.

Councilman DeConinck stated this says no deliveries will be made unless the operator has applied for and been awarded a permit. What if we don't award a permit? We have it set up, but we don't award a permit. City Attorney Bettenhausen stated then they shouldn't be delivering in the City. Councilman DeConinck stated we can put the Ordinance together and if we don't award a permit they don't work here. City Attorney Bettenhausen stated you are again getting into preemption issues. If the State has laid a clear intent to allow delivery, I would recommend against putting in a scheme specifically with the intent to prohibit it. I think that will bring potential issues.

Vice Mayor Egan asked El Rancho Verde, LLC if their dispensary would apply for a delivery license. Trevor Farrage stated that would not be necessary as there are no delivery licenses, but two types of retail licenses. Each retail license is allowed to deliver. A non-store front is just not allowed to have a storefront. I think there is a misunderstanding here. Saying allowing two more licenses would prohibit people from the outside delivering, that is false. We already have licenses set up here and if you don't have those licenses you can't deliver. La Quinta for example don't have any licenses, but they can't stop someone from delivering. You can't say we have these licenses so we can prohibit others, it doesn't work that way. The State set this up to allow delivery into locations that don't allow it. Although the locations don't allow commerce, the State has allowed people to possess and consume cannabis. It's a way to get it to the people who aren't able to get it from a retail location. Allowing these two licenses will not stop anyone from coming from out of town and you won't be able to enforce it. It won't create any more revenue for the City.

Councilman DeConinck asked how would you solve our problem? Trevor Farrage stated with Option 1 or 2. There is no way around the State regulation allowing it to come to town. The only way is to make it unfeasible to come here from out of town and compete with the two licenses in the City.

City Attorney Bettenhausen advised the Council to recess into Closed Session for consideration of anticipated litigation. If you would like to further discuss this issue.

The Council recessed into Closed Session at 7:14pm.

The Council returned to the meeting from Closed Session at 7:21pm. City Attorney Bettenhausen stated discussion was had, and there is nothing to report.

Public comment. Travis Pollock owner of Flora Holding located at 332 S. Lovekin stated I am very proud to be the first licensed cannabis business to operate in the City of Blythe and appreciate the opportunity you have given me. I have been fully operational since January and paid my first cannabis taxes last month. On January 16, 2019 the office of administrative law officially approved the final State regulations for cannabis businesses. In those rules the Bureau of Cannabis control prohibited cities from banning deliveries on their roadway and allowing deliveries to occur on all California roads as long as the delivery begins in a City that allows that use. This has opened it up for other companies from cities such as Needles, Cathedral City, Desert Hot Springs, Palm Springs and Calexico to deliver to Blythe. The taxes from that sale stay in the community the sale originated in which is the community where the delivery business is located. This means if a Blythe resident utilized a delivery service from Needles; they would be required to pay taxes to needles. Those taxes would leave the City of Blythe for another community. It the City added Type 9 licenses it would give the opportunity for individuals like myself to continue to grow my business in this community and continue giving back to the City. Currently my location meets all local and state requirements. My distribution and delivery vehicles are required to have motor carrier permits, CA Highway Patrol CA number, DOT numbers, vehicle and inventory insurance, unemployment insurance, security systems and a cage for product storage. My business model would be an on-line platform for person to pre-purchase items to be delivered to their homes. This would be a cashless system to eliminate the need for drivers to carry money. Individuals would have to be verified to be 21 years of age or older and the correct person approved to order from the online system is being delivered to. All deliveries are designated to a specific individual to eliminate surprise theft and hold a person accountable if a theft should occur. The market is very competitive and margins are small. As a distributor the most commonly sold product is a prepackaged flower jar that typically sells to the retailer for \$18 per 1/8th. The profit is \$3-\$4 per jar. In order to be successful and cover my monthly expenses I have to distribute around 3,500 jars each month before making a profit. If I was able to sell my own jars under a type 9 delivery license I would be making close to a \$12 profit per jar since I would be distributing it to myself. This would allow me to provide more jobs and tax revenue to the City of Blythe. Prior to me knowing the Council was going to discuss delivery I located several properties in the Palm Springs area to implement a Type 9 license in order to deliver to the City of Blythe. Additionally I have

gone into escrow on a piece of property at 15900 S. Broadway and filed a pre-registration application with the County for Dispensary and Cultivation licenses. For my success in this community I need to be able to provide a retail product either though a storefront or delivery business. I want to invest in the City of Blythe and keep the jobs and tax dollars here. If I was able to implement a delivery or retail business in Blythe, I would not have to go to another city or the county to provide this use. I ask the Council to please consider allowing the Type 9 licenses and add it as an approved use so I can begin providing the service in a safe and secure manner and not allowing those tax dollars to go to another community.

Trevor Farrage stated this Type 9 retail license is a retail license. It's no different than a storefront license except that it can't have a storefront. By creating this license you are not deterring anyone from coming from the outside. This isn't a community that needs four delivery services. Most cities operate on a ratio of one retail licenser per 10,000 residents. We have a population of less than 15,000 with two dispensary license. We have two retail licenses in town to compete with out of town businesses and keep them from taking this revenue. The margins are small with over regulation and over taxation. All this will do is make it harder for these licenses to stay afloat. Then you will have enforcement issues. All this is going to do is dilute the revenue for the licensees already in place.

Mike Farrage of El Rancho Verde, LLC I know you are thinking about losing revenue, but I am not sure how it will gain revenue when we already have two dispensaries who can do delivery. If we thought it was going to create more revenue then great, do it; but what I think it is going to do is create an unfair advantage for the people already here with a delivery license. Adding two more licenses is not going to stop others from coming in.

Council gave staff direction to schedule a study session to discuss this item further,

Save and a second a s	DIOIN TO WIDOWD WILL INVITED IN THE PROPERTY.
ORAL REPORTS: None	
PUBLIC COMMENT: None	
ADJOURN: The City Council meeting was adjourn	ned at 7:32pm.
	Dale Reynolds, Mayor
ATTEST:	
Mallory Crecelius, City Clerk	

## City of Blythe PERMITS ISSUED For the Period 3/1/2019 thru 3/31/2019

Permit No./Issued	T 10 1 T 10 1					
	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1812-020 3/14/2019	COMM	505 WEST FOURTEENTH AVEN 848110005	SOUTHERN CALIFORNIA EDIS	,	3,624.69	3,624.69
12/26/2018	ISSUED	Permit Name Hazmat Building-	ANDERSON BURTON CONSTRU			
1715/2019	100010	Territ Name Trasmat Bonding	Silen Only			
B1812-018	COMM	505 WEST FOURTEENTH AVEN	SOUTHERN CALIFORNIA EDIS	350,000.00	4,102.69	4,102.69
3/14/2019		848110005	ANDERSON BURTON CONSTRI			
12/26/2018 1/15/2019	ISSUED	Permit Name Utilities Operation	n Building-Shell Only			
Total for	r: COMM			650,000.00	7,727.38	7,727.38
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	.,	.,
Permit No./Issued						
	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Food	n.:a
B1903-026	DEMO-INT	490 SEVILLE LANE	ROBERT K & DORIS FEEMSTER	Valuation	Fees	Paid
3/26/2019	DEMO-INI	842023003	VETERAN ED'S INC	9,110.92	47.00	47.00
3/26/2019 3/26/2019	ISSUED	Permit Name ASBESTOS REM				
3/26/2019						
Total for	: DEMO-INT			9,110.92	47.00	47.00
Permit No./Issued						
Applied/Approved	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1903-014	ELEC	421 EARLE STREET	BREANA MELETTA	20,000.00	233.75	233.75
3/27/2019	SOLAR	851142027	PELL SOLAR INC			
3/15/2019 3/21/2019	ISSUED	Permit Name ROOF SOLAR &	UPGRADE			
B1903-028	ELEC	3450 QUAIL RUN ROAD	RICHARD & SANDRA SMITH	200,00	68.50	68.50
3/28/2019		821170039	OWNER	200.00	00.50	00.50
3/26/2019 3/27/2019	ISSUED	Permit Name Replace old 200 a	mp w/new 200 amp			
B1902-026	ELEC	216 SOUTH WILLOW AVENUE	DILIP R PATEL	44 207 21	227.20	227.20
3/26/2019	LDEC	848032003	W S B ELECTRIC INCORPORAT	44,207.31	227.30	227.30
2/15/2019 3/21/2019	ISSUED	Permit Name Solar & Panel Up				
				_		
B1902-044	ELEC	970 CORTEZ AVENUE	RICHARD G GRAY	17,850.00	105.14	105.14
3/11/2019	SOLAR ISSUED	839052002	INFINITY ENERGY INC			
2/26/2019 3/6/2019	1920ED	Permit Name ROOF SOLAR				
B1902-045	ELEC	741 OCOTILLO RD	DIANNA FAYE GRAY	24,150.00	244.27	105.77
3/11/2019	SOLAR	839010020	INFINITY ENERGY INC			
2/26/2019 3/8/2019	ISSUED	Permit Name SOLAR & RERO	OF			
B1902-006	ELEC	217 SHADED PALM	ROBERTO & VERONICA GOAN	40,000.00	171.70	171.70
3/11/2019	SOLAR	824221003	STEVE GRIFFIN CONSTRUCTION	,	1,1,,,	171.70
2/4/2019 2/7/2019	FINALED	Permit Name ROOF SOLAR				
	: ELEC			146,407.31	4 050 00	040.40
Total for	. ELEC			140,407.37	1,050.66	912.16
TS 14 NV 100 -						
Permit No./Issued	T (C	014. 4.33 1.75	0 10 1	W7.1	<u> </u>	
	Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1901-031 3/6/2019	ENCROACHMENT	561 SOUTH BROADWAY	CITY OF BLYTHE RIGHT OF WA	0.00	163.62	163.62
	ISSUED	Permit Name STREET @ MAN	FRONTIER CALIFORNIA INC			
1/23/2019 2/22/2019		Termit Ivanic Street & Ivanic				

#### Page

#### City of Blythe PERMITS ISSUED

#### For the Period 3/1/2019 thru 3/31/2019

B1902-036 3/15/2019	ENCROACHMENT	245 SOUTH CARLTON AVENUE	CITY OF BLYTHE RIGHT OF W	0.00	163.62	163.62
2/26/2019 3/14/2019	ISSUED	Permit Name STREET @ MAN	FRONTIER CALIFORNIA INC HOLE & POLES			
Total	for: ENCROACHME	NT		0.00	327.24	327.24
Permit No./Issu						
	ved Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1903-009 3/27/2019	FIRE SPRINKLER	301 EAST CHANSLORWAY	HECTOR & SUSANNA FLORES	.,	547.43	547.43
3/13/2019 3/13/2019 3/21/2019	ISSUED	842100003 Permit Name SPRINKLERS	SHASTA FIRE PROTECTION IN	(		
Total	for: FIRE			7,800.00	547.43	547.43
Permit No./Issue	ed					
Applied/Approv	red Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1903-004	OTHER	316 EAST CHAPARRAL DRIVE	FRANCISCO & FRANCISCA PE	0.00	47.00	47.00
3/6/2019 3/6/2019	ISSUED	842171005 Permit Name CHANGE OF CO	M S CONSTRUCTION			
3/6/2019 3/6/2019		remmit Name Change of Co	NTICACTOR			
B1812-019	OTHER	505 WEST FOURTEENTH AVEN		,	1,453.09	1,453.09
3/14/2019 12/26/2018	ISSUED	848110005 Permit Name Fuel Island Canop	ANDERSON BURTON CONSTR	l		
12/26/2018 1/15/2019		Perint Name Puci Island Canop	y 			
B1903-016	OTHER	1040 NORTH LOVEKIN BOULE		3,500.00	95.50	95.50
3/21/2019 3/21/2019	ISSUED	839031016 Permit Name REPAIRS	AFC			
3/21/2019 3/21/2019		Tomic valie 1827 into				
B1810-010 3/14/2019	OTHER	505 WEST FOURTEENTH AVEN			21,901.19	21,901.19
10/12/2018 3/8/2019	ISSUED	848110005 Permit Name Foundations, Struc	ANDERSON BURTON CONSTR t Concrete & Lands			
				;		
B1812-017 3/14/2019	OTHER	505 WEST FOURTEENTH AVEN 848110005	SOUTHERN CALIFORNIA EDIS ANDERSON BURTON CONSTR	,	1,571.39	1,571.39
12/26/2018 1/15/2019	ISSUED	Permit Name Employee Parking		l		
	OFFITTO .			_		
B1901-042 3/20/2019	OTHER	405 NORTH SEVENTH STREET 845092012	ESCUELA DE LA RAZA UNIDA SHADE STRUCTURES INC	10,000.00	302.86	302.86
1/31/2019 1/31/2019	FINALED	Permit Name Demo Existing &				
B1811-025	OTHER	101 COUTH LOVERIN DOLL EX	ED AMOUNCE DE ALTY DIFFEDOR			
3/19/2019	OTHER	836123009	FRANCHISE REALTY INTERST. ADVANCED MOBILE HOME SE		2,674.91	2,674.91
11/15/2018 1/4/2019	ISSUED	Permit Name INTERIOR REMO				
B1903-025	OTHER	1060 NORTH LOVEKIN BOULE	ROBERT & SHAROLYN JOHNSO	1.500.00	40.50	40.50
3/25/2019	O TITLEM	839031004	D R B CONSTRUCTION	1,500.00	48.50	48.50
3/25/2019 3/25/2019	ISSUED	Permit Name REPAIRS				
Total f	for: OTHER			3,198,400.00	28,094.44	28,094.44
Permit No./Issue	a					
	ed Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Volumetia	<b>30</b>	T
B1902-029	PATIO	390 NORTH WILLOW AVENUE	BRIAN & ROSIE LANG	Valuation 10,400.00	Fees 342.51	Paid 242.51
3/4/2019	-	845021031	OWNER	10,700.00	342.31	342.51
2/19/2019 3/1/2019	ISSUED	Permit Name				
				_		

499.37

499.37

3

For	tho	Dariod	3/1/2010	th was	2/21/2010
ror	tne	Perioa	3/1/2019	tnru	3/31/2019

B1902-040 PATIO 571 HOLLEY LANE JIMMY S & EUNICE DE LEON 2,288.00 156.86 156.86 3/1/2019 842021026 OWNER 2/27/2019 3/1/2019 **ISSUED** Permit Name Total for: PATIO 12,688.00

Applied/Approve	d Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1901-047	PLUMB	1096 COCONINO DRIVE	WAYNE & PAMELA KELLER	991.00	26.00	26.00
3/7/2019	WATER HEATER ISSUED	839033001	CRECELIUS INC			
1/23/2019 1/23/2019	1350ED	Permit Name WATER HEATER				
B1903-002	PLUMB	214 WEST HOBSONWAY	JANET D JONES	800.00	50.50	50.50
3/5/2019		848042008	LUSK PLUMBING			
3/1/2019 3/1/2019	ISSUED	Permit Name REPAIR				
B1903-001	PLUMB	381 NORTH SOLA AVENUE	GARY P & LINDA CURRIER	600.00	26.00	26.00
3/4/2019	WATER HEATER	851022012	OWNER			_0.00
3/4/2019 3/4/2019	ISSUED	Permit Name WATER HEATER				
B1901-016	PLUMB	1531 MESQUITE ROAD	ANDREW & STEPHANIE SLAG	991.00	26.00	26.00
3/7/2019	WATER HEATER	851163002	CRECELIUS INC		20.00	20.00
1/9/2019 1/10/2019	ISSUED	Permit Name WATER HEATER				
B1901-044	PLUMB	841 AURORA WAY	MARTINEZ & TABARES	- 991.00	26.00	26.00
3/7/2019	WATER HEATER	842221014	CRECELIUS INC	<i>)</i> /1.00	20.00	20.00
1/14/2019 1/14/2019	ISSUED	Permit Name WATER HEATER				
B1901-045	PLUMB	581 SEVILLE LANE	GERALD L & PAULA HOEMAN	991.00	26.00	26.00
3/7/2019	WATER HEATER	839054003	CRECELIUS INC	331.00	20.00	20.00
1/17/2019 1/17/2019	ISSUED	Permit Name WATER HEATER				
B1901-046	PLUMB	173 NORTH EIGHTH STREET	LEOTIS R MEES	991.00	26.00	26.00
3/7/2019	WATER HEATER	851055013	CRECELIUS INC		20.00	20.00
1/22/2019 1/22/2019	ISSUED	Permit Name WATER HEATER				
B1901-048	PLUMB	430 TESORO LANE	JOSE JIMENEZ	991.00	26.00	26.00
3/7/2019	WATER HEATER	851152005	CRECELIUS INC			
1/28/2019 1/28/2019	ISSUED	Permit Name WATER HEATER				
B1901-049	PLUMB	338 NORTH FIFTH STREET UNI	MARIA TELLEZ	991.00	26.00	26.00
3/7/2019	WATER HEATER	845093005	CRECELIUS INC			
1/30/2019 1/30/2019	FINALED	Permit Name WATER HEATER				
B1902-004	PLUMB	265 EUNICE CIRCLE	MARIA ELENA GARNICA	991.00	26.00	26.00
3/7/2019	WATER HEATER	842191017	CRECELIUS INC			
2/1/2019 2/1/2019	ISSUED	Permit Name WATER HEATER				
B1902-031	PLUMB	941 EAST HOBSONWAY	ROGER SLATER	- 1,704.19	88.25	88.25
3/7/2019	BACKFLOW	851065015	CRECELIUS INC			
2/15/2019 2/22/2019	ISSUED	Permit Name BACKFLOW DEV	'ICE			
B1902-048	PLUMB	2109 FLORENCE BOULEVARD	CHARLES & TAMARA PATTERS	991.00	26.00	26.00
3/7/2019	WATER HEATER	824191034	CRECELIUS INC			
2/26/2019 2/26/2019	ISSUED	Permit Name WATER HEATER				
B1902-049	PLUMB	835 WEST FOURTEENTH AVEN	ROY & MILDRED CHEATWOOL	991.00	26.00	26.00
3/7/2019	WATER HEATER	836142011	CRECELIUS INC			20.00
2/26/2019 2/26/2019	ISSUED	Permit Name WATER HEATER				

#### City of Blythe PERMITS ISSUED

#### For the Period 3/1/2019 thru 3/31/2019

B1903-005	PLUMB	208 WEST HOBSONWAY	HI & CARMEN HAN	981.00	50.50	50.50
3/7/2019 3/7/2019 3/7/2019	FINALED	848042009 Permit Name REPAIR	CRECELIUS INC			
B1903-010	PLUMB	551 SOUTH THIRD STREET BI	d QUAIL PLACE APARTMENT HC	860.00	88.25	88.25
3/19/2019	BACKFLOW	869080060	CRECELIUS INC			
3/19/2019 3/19/2019	ISSUED	Permit Name BACKFLOW D	EVICE			
B1903-011	PLUMB	1040 NORTH LOVEKIN BOUL		2,500.00	112.38	112.38
3/19/2019 3/15/2019	ISSUED	839031015 Permit Name REPAIR	CRECELIUS INC			
3/15/2019 3/19/2019	1350ED	1 omit stante		_		
B1902-050	PLUMB	251 NORTH PALM DRIVE #12	BLYTHE VILLA APARTMENTS	991.00	26.00	26.00
3/7/2019	WATER HEATER	845100013	CRECELIUS INC			
2/26/2019 2/26/2019	ISSUED	Permit Name WATER HEATE	K			
Total	for: PLUMB			18,346.19	701.88	701.88
	_					
Permit No./Issue	_					
	ed Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	Valuation	Fees	Paid
B1903-006	RERF	480 CORONADO STREET	MERNA ORENE GRASHAM	8,500.00	169.36	169.36
3/14/2019	TEAR OFF ISSUED	839065003	ANDREW LEWIS CONSTRUCTI NTING & EVE REPAIRS.			
3/14/2019 3/14/2019	1330ED	Permit Name TEAR OFF, PAI	NTING & EVE REPAIRS.			
B1903-003	RERF	981 VISTA SUNRISE STREET	LUIS & VERONICA MURILLO	2,518.00	84.75	84.75
3/5/2019	TEAR OFF	869372006	OWNER			
3/5/2019 3/5/2019	ISSUED	Permit Name Tear Off - approx	1 2518 sq π			
Total	for: RERF			11,018.00	254.11	254.11
Permit No./Issue	ad.					
	ed Type/Sub-Type/Status	Site Address and Parcel No.	Owner and Contractor	\$7-14t	10	
RC1903-001	RIVCOUNTY	10380 EIGHTH AVENUE	ILENE ABYAD	Valuation 300.00	Fees 177.60	Paid 177.60
3/6/2019		830060022	OWNER	300.00	177.00	177.00
3/6/2019 3/6/2019	ISSUED	Permit Name DEMOLITION				
RC1902-004	RIVCOUNTY	8185 FOURTH AVENUE	TIMOTHY & CHRISTOPHER WA	1,200.00	197.50	197.50
3/5/2019		827180011	BURROW CONSTRUCTION	-,	127.20	177.50
2/27/2019 3/1/2019	FINALED	Permit Name Permanent Found	lation			
RC1903-002	RIVCOUNTY	9880 EAST SIXTH AVENUE	JOHN & TERRI ULMER	84,000.00	2,271.62	2,271.62
3/15/2019		827170015	AFC			
3/7/2019 3/15/2019	ISSUED	Permit Name METAL ACCES	SORY			
Total :	for: RIVCOUNTY			85,500.00	2,646.72	2,646.72
44 Permits Issu	ned from 3/1/2019 Thru 3/	31/2019	Total Valuation:		\$4,139,	270.42
			Total Fees:		-	896.23
			Total Pees.		Φ#1,	<b>リノリ・エン</b>

Total Fees Paid:

\$41,757.73

#### City of Blythe **Permits Applications Received** For the Period 3/1/2019 thru 3/31/2019

Permit No.	Applied	Туре	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
BP1903-001 Permit Name Description:	3/5/2019	BURNPERMIT		FINALED	268 NORTH SOLANO AVENUE 836090017	LENA DAWN YOUNG LINA & SHARON YOUNG
BP1903-005 Permit Name Description:	3/4/2019 AG BURN	BURNPERMIT		FINALED	942 NORTH INTAKE BOULEVARD 857130005	OWNER RANDALL D PASSMORE
BP1903-006 Permit Name Description:	3/4/2019 AG BURN	BURNPERMIT		FINALED	ALL FIELDS/PROPS INSIDE CITY LI	MSCHINDLER BROTHERS INC SCHINDLER
BP1903-007 Permit Name Description:	3/21/2019	BURNPERMIT		FINALED	231 LEE STREET 842060003	OWNER RICHARD & PATRICIA ARMENTA
BP1903-014 Permit Name Description:	3/26/2019	BURNPERMIT		FINALED	186 NORTH SOLANO AVENUE 836090008	KEVIN BELMAN LUIS & LIDIA DORAME
BP1903-015 Permit Name Description:	3/27/2019	BURNPERMIT		FINALED	1020 WEST HOBSONWAY 836122011	RYAN ALLEN ROTBERGS LONE PINE INVESTMENTS LLC
BP1903-016 Permit Name Description:	3/29/2019	BURNPERMIT		FINALED	300 BLOCK SOUTH INTAKE BOULE 854110013	VAZCA DRILLING & PUMP INC GL INV
BP1904-001 Permit Name Description:	3/21/2019 INCLUDES	BURNPERMIT 845153002		APPLIED	320 EAST MURPHY STREET 845153001	MIKE MCDOWELL PALO VERDE HEALTHCARE DIST
8	Permit A	Applications from	3/1/2019	Thru	3/31/2019	

## City of Blythe Permits Applications Received For the Period 3/1/2019 thru 3/31/2019

Permit No.	Applied	Туре	Subtype	Status	Site Address/Parcel No.	Applicant/Owner/Contractor
L1903-002 Permit Nam	3/21/2019 e FLORA HC	BUSINESSLICENS LDING GROUP		APPLIED	332 SOUTH LOVEKIN BOULEVARD 848100034	
Description:		m to all codes & appro \$47 Reinspection Fee.		edlines on pla	ans. Plans must be on site for all	
	1 Permit	Applications from	3/1/2019	Thru	3/31/2019	1 / p

4/3/2019 7:16:45AM

## City of Blythe Permits Applications Received For the Period 3/1/2019 thru 3/31/2019

Page

Permit No. Applied Type Subtype Status Site Address/Parcel No. Applicant/Owner/Contractor

F1903-001 3/7/2019 ANNLFIRE APPLIED 700 WEST RICE STREET

Permit Name
Description:

POPEYE'S FAMOUS FRIED CHICKEN

1 Permit Applications from 3/1/2019 Thru 3/31/2019

4/3/2019 7:20:33AM City of Blythe
Cases Opened (By Type)

For the Period 3/1/2019 thru 3/31/2019

Number opened
5
1
2
3
1

**Total Cases Opened: 12** 

Cases Closed in March: 2

Remaining Active Cases: 365

# City of Blythe Projects by Type, Status and Date For the Period 3/1/2019 thru 3/31/2019

Project Number	Project Type Owner Name Site Address	Project Name Date Applied Date Expired	Status of Project Date Approved Date Closed
CEQA1903-001	CEQA JOSEPH MICHAEL HALBY 2473 WEST HOBSONWAY	Remodel for Cannabis Cultivation 3/26/2019	RECIEVED
Comments:			
COC1903-001	C O C WU & PANG GROUP 100 BLOCK SOUTH INTAKE	3/14/2019 BOULEVARD	AT NRO
Comments:			
SP1903-001	SITE PLAN GL INV 300 BLOCK SOUTH INTAKE	BLYTHE GREEN COMPLEX 3/8/2019 BOULEVARD	IN REVIEW
Comments:			
ZV1903-001	ZONING VERIFICATION DAN & JEAN WOOD 2161 WEST HOBSONWAY	3/20/2019	RECIEVED
Comments:			
ZV1903-002	ZONING VERIFICATION BROCKMAN ET AL 1800 BLOCK EAST HOBSON	old: 9162 E Hobsonway 3/20/2019 WAY	RECIEVED
Comments:			

## City of Blythe Projects by Type, Status and Date For the Period 3/1/2019 thru 3/31/2019

Project Number	Project Type Owner Name Site Address		Date Applied Date Expired	Status of Project Date Approved Date Closed
TUP1903-001	TUP GENERATE HOTEL PARTNERS 650 WEST WELLS STREET	RV NIGHT WATCHM/ LP	AN 3/12/2019	COMPLETED
Comments:	oo weer weels stade!			
VP1903-001	VACANT PROPERTY LAKEVIEW LN SERVICING LLC 351 ALAMEDA STREET		3/19/2019	RECIEVED
Comments:				

# CITY OF BLYTHE FIRE DEPARTMENT MONTHLY INCIDENT AND ACTIVITY REPORT March 2019

Incident	<u>Total</u>
Public Assist / Rescue / Medical Aid	21
Structure	4
Brush, Grass, Leaves	3
Trash, Rubbish, Dumpster	2
Total # of Incidents	30
Activity	
Drills	4
Staff Meeting	1
Total Activities	5

Respectfully Submitted

Billy Kem, Fire Chief



# Blythe Police Department Monthly Incident and Activity Report March 2019

Incident	<u>Total</u>
Residential Burglaries	6
Commercial Burglary	5
Vehicle Burglaries	4
Domestic Violence	4
Battery	10
Grand Theft	5
Petty theft	23
Shopliftings	4
Traffic Collision- Injury	1
Traffic Collision- Non-injury	6
Traffic Collision- Hit & Run	5
Driving Under the Influence	3
Vandalisms	22
Trespassing	8
Prowlers	3
Public Intoxication	8
Alarm- Residential	20
Alarm- Commercial	15
Abandoned Vehicle Abatement	8
Vehicles Red Tagged (Street)	12
Documented Police Reports	180
Total Incidents	1612

Respectfully Submitted,

Jeffrey Wade Chief of Police



## CITY OF BLYTHE CITY COUNCIL MEETING

#### STAFF REPORT

MEETING DATE: April 9, 2019

**SUBJECT:** 

Use of Community Center for PVC's College Night

PRESENTED BY:

Mallory Crecelius, Interim City Manager

PREPARED BY:

Mallory Crecelius, Interim City Manager

**RECOMMENDATION:** Council waive all Community Center Rental fees except for the \$75 labor charge for the College's use of the Center for a College night.

**FISCAL IMPACT:** Loss of rental revenue; but the labor fee will cover the direct costs incurred by the City for the College's use of the Community Center.

**BACKGROUND:** Staff received a request from staff at Palo Verde College requesting to use the Community Center for a College Night to inform the community about degree programs offered at PVC and to kick start the summer and fall registration process.

STAFF REPORT: As the use is for a community event and the College offered the Performing Arts Center for the Outlook Conference I offered to bring this fee waiver to Council. It is requested that all fees, except the labor charge which is a direct cost to the City be waived for this event. The College is looking at several dates for this event, which will most likely take place the last week of April.

**ATTACHMENTS:** None



## CITY OF BLYTHE CITY COUNCIL MEETING

#### STAFF REPORT

MEETING DATE: April 9, 2019

**SUBJECT:** Investment Report for Third Quarter (Fiscal Year 2018/19)

March 31, 2019

**PRESENTED BY:** Christa Elms, City Treasurer

PREPARED BY: Christa Elms, City Treasurer

RECOMMENDATION: City Council accepts and files the Quarterly Investment Report.

FISCAL IMPACT: None

**STAFF REPORT:** The City of Blythe has for many years invested all excess cash (cash not needed for daily operations) for all City funds and the Successor Agency with the California State Local Agency Investment Fund (LAIF). LAIF offers the City and the Agency liquidity and safety. There are more profitable investment instruments on the market, but risk increases with yield.

**ATTACHMENTS:** Attached for your review are copies of the following:

City of Blythe

Quarter-end statements from LAIF

Quarter-end statement for General Checking Account

#### Successor Agency

Quarter-end statements from LAIF

Quarter-end statement for the SA Agency Checking Account

Quarter-end statements from US Bank

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

CITY OF BLYTHE

TREASURER 235 NORTH BROADWAY BLYTHE, CA 92225 www.treasurer.ca.gov/pmia-laif/laif.asp April 02, 2019

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

March 2019 Statement

Account Summary

Total Deposit:

0.00 Beginning Balance:

1,050,968.07

Total Withdrawal:

0.00 Ending Balance:

1,050,968.07



UNION BANK GOVERNMENT SERVICES- SOUTH 0274 POST OFFICE BOX 513840 LOS ANGELES CA 90051-3840 Page 1 of 5 CITY OF BLYTHE Statement Number: 03/01/19 - 03/29/19

Customer Inquiries 800-798-6466

Thank you for banking with us since 1967

**CITY OF BLYTHE GENERAL ACCOUNT** 235 N BROADWAY **BLYTHE CA 92225** 

#### **Public Fund Checking Summary**

Account Number:

Days in statement period: Days in statement period: 29

Balance on 3/1	\$	3,334,310.03
Total Credits		1,436,247.88
Deposits (28)	167,404.94	
Electronic credits (33)	207,272.81	
Other credits (23)	1,061,570.13	
Total Debits		-1,874,787.36
Electronic debits (19)	-152,423.62	
ZBA debits (39)	-1,722,103.74	
Other debits (2)	-260.00	
Balance on 3/29	\$	2,895,770.55

#### CREDITS

Deposits including check and cash credits

Deposits including check and cash credits			
Date	Description/Location	Reference	Amount
3/5	OFFICE DEPOSIT # 0006129494	77440415	\$ 119.00
3/6	CCV DEPOSIT SEQ# 0306079530 A-0000000001N	90237029	938.58
3/6	CCV DEPOSIT SEQ# 0306079300 A-0000000001N	90237009	1,949.21
3/6	CCV DEPOSIT SEQ# 0306079130 A-0000000001N	90236996	2,315.18
3/6	CCV DEPOSIT SEQ# 0306079280 A-0000000001N	90237008	2,516.77
3/6	CCV DEPOSIT SEQ# 0306074790 A-0000000001N	90236600	4,081.80
3/6	OFFICE DEPOSIT # 0005321652	76113169	77,127.13
3/6	OFFICE DEPOSIT # 0006129499	77520827	527.50
3/8	OFFICE DEPOSIT # 0006129181	77585141	755.41
3/13	CCV DEPOSIT SEQ# 0313078480 A-0000000001N	90237026	3,126.33
3/13	CCV DEPOSIT SEQ# 0313078260 A-0000000001N	90237009	6,261.45
3/13	CCV DEPOSIT SEQ# 0313078720 A-0000000001N	90237043	7,077.66
3/13	CCV DEPOSIT SEQ# 0313078170 A-0000000001N	90237002	10,010.33
3/13	CCV DEPOSIT SEQ# 0313078230 A-0000000001N	90237006	11,014.80
3/20	CCV DEPOSIT SEQ# 0320073980 A-0000000001N	90236779	3,144.88
3/20	CCV DEPOSIT SEQ# 0320073330 A-0000000001N	90236724	4,156.36
3/20	CCV DEPOSIT SEQ# 0320073500 A-0000000001N	90236738	4,633.36
3/20	CARRIER DEPOSIT	40751977	3,266.48
3/20	CARRIER DEPOSIT	40755367	10,446.31
3/25	OFFICE DEPOSIT # 0006129212	77329361	36.00
3/25	OFFICE DEPOSIT # 0006129214	77329359	269.00
3/25	OFFICE DEPOSIT # 0006129215	77329356	80.00

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp April 02, 2019

S/A CITY OF BLYTHE FOR BLYTHE REDEVELOPMENT AGENCY FINANCE OFFICER 235 NORTH BROADWAY BLYTHE, CA 92225

#### PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

March 2019 Statement

**Account Summary** 

Total Deposit:

0.00 Beginning Balance:

1.43

Total Withdrawal:

0.00 Ending Balance:

1.43



#### Rabobank, N.A.

PO Box 6010 Santa Maria, CA 93456-6010 www.RabobankAmerica.com



Return Service Requested



Account Number: This Statement: Last Statement:

March 29, 2019 February 28, 2019

0

Days in Statement Period: Checks/Items Enclosed:

Page 1 of 2

6230 TR029STM033019203326 01 000000000 1 003

CITY OF BLYTHE SUCCESSOR AGENCY TO THE BLYTHE REDEVELOPMENT AGENCY 235 N BROADWAY BLYTHE CA 92225-1609

#### Customer Service Information



C Telephone Banking 1-800-942-6222



P.O. Box 6002, Arroyo Grande, CA 93421-6002



Amount

2,826,620.86

Visit Us Online: ليسا

www.RabobankAmerica.com/contact-us

#### **PUBLIC INTEREST CHECKING**

**Account Number:** 

Balance Summary		Earnings Summary		
Beginning Balance as of 02/28/2019 + Deposits and Credits (0) + Interest Paid - Withdrawals and Debits (0) Ending Balance as of 03/29/2019 Low Balance Average Balance		\$2,826,575.94 0.00 44.92 0.00 \$2,826,620.86 2,826,575.94 2,826,575.94	Interest Paid This Period Interest Paid Year to Date Interest Earned Interest-Bearing Days Annual Percentage Yield Earned	44.92 115.18 44.92 29 0.02%
Credit	ts			
<b>Date</b> 03-29	Description INTEREST CREDIT			Additions 44.92
Daily	Balances			



Date

02-28



**Amount Date** 

2,826,575.94 03-29

Rabobank | It means Ready to Help

#### RabobankAmerica.com/Earn

\*Annual Percentage Yield (APY) shown is accurate as of 01/15/2019 and is subject to change without notice. Minimum deposit to open a Personal or Business CD: 52,500. Minimum deposit to open an IAR CD: 51,000. There is no minimum belance to obtain the disclosed APY. Public Funds CDs are excluded from the above offer. A penalty will be imposed for early wild now. I reas may reduce earnings. Please review deposit account agreement, disclosures or see a Rabobank associate for full account terms.



00- -M -PF-PC -089-04 01216204 12162 0182147-00-00765-04 Page 3 of 7

ACCOUNT NUMBER: SUCCESSOR AGENCY TO THE BLYTHE REDEVELOPMENT AGENCY CUSTODY ACCOUNT

This statement is for the period from March 1, 2019 to March 31, 2019

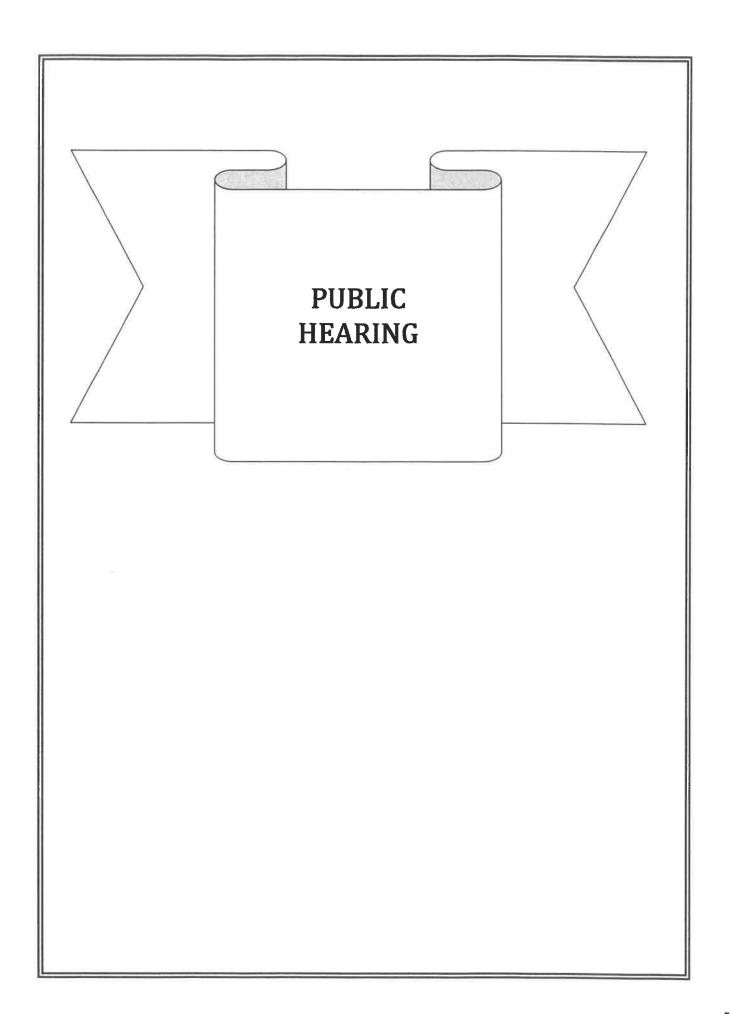
ASSET DETAIL AS OF 03/31/19						
Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc	
Cash Equi	valents					
2,866,488.830	Dreyfus Amt-Free Tax Exempt Cash Mgmt Inst #264 26202K205	2,866,488.83 1.0000	2,866,488.58 1.00	97.1 1.37	39,267.50	
Total Cash	n Equivalents	\$2,866,488.83	\$2,866,488.58	97.1	\$39,267.50	
Municipal	issues					
85,000.000	Illinois ST Fsa Cr 5.000 04/01/2019 4521514Q3 Standard & Poors Rating: AA Moodys Rating: A2	85,000.00 100.0000	94,350.00 111.00	3.0 5.00	4,250.00	
Total Mun	icipal Issues	\$85,000.00	\$94,350.00	2.9	\$4,250.00	
Total Ass	sets	\$2,951,488.83	\$2,960,838.58	100.0	\$43,517.50	

#### **ASSET DETAIL MESSAGES**

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.





## CITY OF BLYTHE CITY COUNCIL MEETING

#### STAFF REPORT

MEETING DATE: April 9, 2019

**SUBJECT:** 

Major Zoning Variance- Joshua Lloyd

PRESENTED BY:

Mallory Crecelius, Interim City Manager

PREPARED BY:

Mallory Crecelius, Interim City Manager

RECOMMENDATION: Adopt Resolution No. 2019-005 approving Major Zoning Variance

VAR 1902-001 for 574 N. Olive Lake Blvd.

**FISCAL IMPACT:** None

**BACKGROUND:** During review of a permit submittal for 574 N. Olive Lake Blvd three unpermitted accessory structures were discovered that had been installed on the property without permits. Two of the three unpermitted structures do not comply with Blythe Municipal Code Section 17.10.031 which states the square footage of any accessory structure shall not exceed the ground floor area of the primary dwelling unit, unless approved through the variance process.

**STAFF REPORT:** The structures in question were built years ago, prior to the property being acquired by the Lloyds. In February the Lloyd's were notified by City staff that the unpermitted structures would need to obtain Building and Planning approval and permits or be removed from the property. The Lloyds then submitted an application for a Major Zoning Variance for the structures.

Staff supports the approval of this Major Zoning Variance as: the property is 5.6 acres which is adequate for these structures, the surrounding neighborhood supports accessory structures of this type and use and the Municipal Code allows this use with an approved variance.

A Public Notice inviting the public to attend this Public Hearing was published in the Palo Verde Times on Wednesday, March 27, 2019. A notice of the Hearing to discuss the Variance was also mailed to all property owners within a 300 foot radius of 574 N. Olive Lake Blvd.

#### **ATTACHMENTS:**

- 1. Resolution No. 2019-005
- 2. Aerial View of 574 N. Olive Lake Blvd.
- 3. Request from Applicant

#### RESOLUTION NO. 2019-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLYTHE, CALIFORNIA CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF VARIANCE 1902-001 BEING A REQUEST TO ALLOW FOR TWO EXISTING FREE-STANDING STRUCTURES WHICH EXCEED THE GROUND FLOOR AREA OF THE PROPERTY'S MAIN DWELLING UNIT AT 574 OLIVE LAKE BLVD.

WHEREAS: The City Council at its regularly scheduled meeting of April 9, 2019 conducted a public hearing to consider a variance of Section 17.10.031 (Residential Accessory Structure Size) of the Zoning Ordinance to allow for two existing free-standing accessory structures that exceed the ground floor area of the primary dwelling unit; and,

WHEREAS: In consideration of the request, the subject site, surrounding area and similar properties under the same zoning were analyzed to ensure that the strict and literal application of the Zoning Ordinance would, in this situation, not result in depriving the applicant of a privilege enjoyed by similar such properties; and

**WHEREAS:** It was determined that there were found to exist no other properties in the subject area, surrounding the site enjoying such a privilege as is being requested by the applicant; and

WHEREAS: The conditions under which the variance is to be grated will assure that the authorized modification of regulations will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is situated; and

WHEREAS: The granting of such variance will not adversely affect the General plan and the purposes of the Zoning Ordinance; and

**WHEREAS:** The City Council received testimony from all interested parties relative to the proposed Zone Variance and made the following findings:

- 1. That because of the location and size of the property and its surroundings, the variance would not deprive other properties in the vicinity under an identical zoning classification of privileges enjoyed by the applicant.
- 2. That Section 17.70.010.c of the City of Blythe Zoning Ordinance states that "The variance does not authorize a use or activity which is not otherwise expressly authorized by the zone regulation governing the property."
- 3. That the granting of such variance will not adversely affect the purpose of the Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve Major Variance VAR 1902-001.

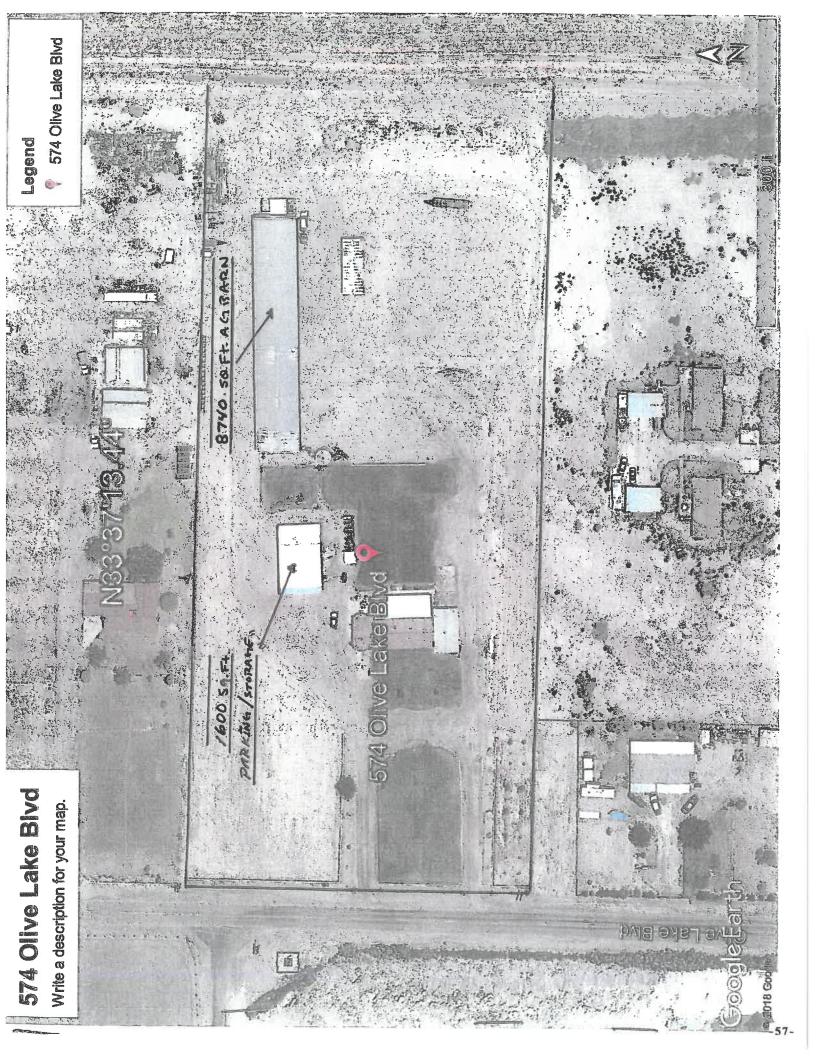
PASSED, APPROVED, and ADOPTED this 9<sup>th</sup> day of April, 2019, by the following called vote, to wit:

AYES: NOES: ABSENT: ABSTAIN:

Dale Reynolds, Mayor

Mallory Crecelius, City Clerk

(SEAL)



February 22, 2019

City of Blythe C/O Development Services Dept. 235 N. Broadway Blythe, CA. 92225

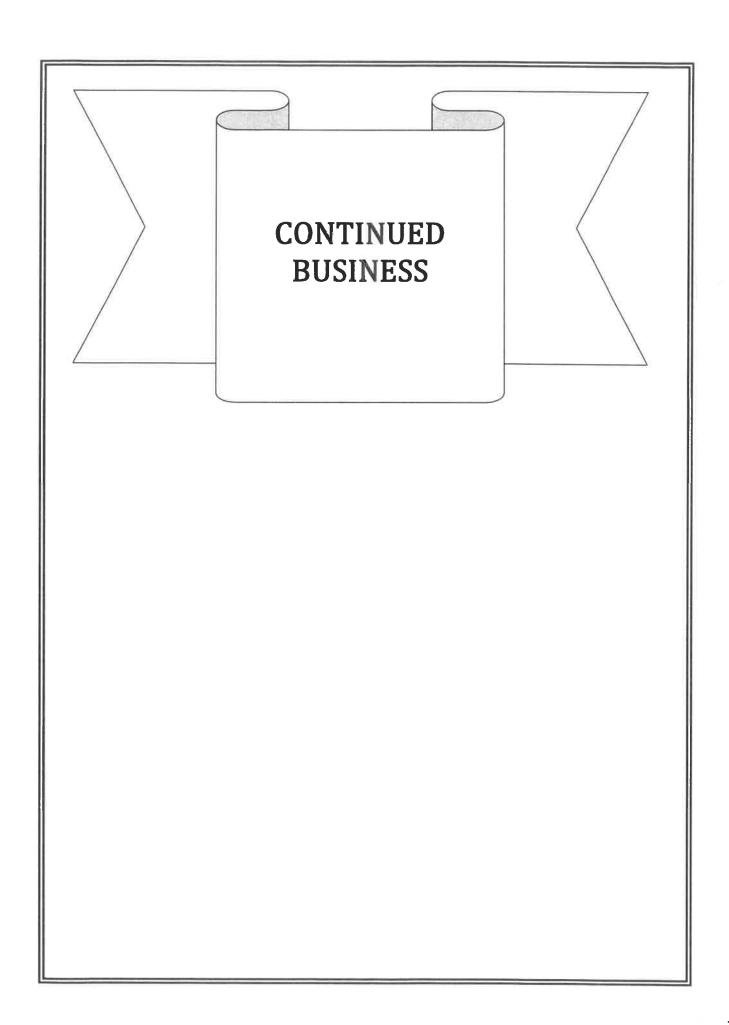
RE: Approval of variance process at 574 N. Olive Lake Blvd.

Dear Council Members,

I am seeking approval for a variance on my property located at 574 N. Olive Lake Blvd. The property consists of 5.6 acres with a 1690 sq. ft. single family stick built dwelling, a 1600 sq. ft. parking/storage shade and a 8740 sq. ft. Ag barn. The parking shade and Ag barn are the accessory structures we are asking for approval. We recently applied for permits to renovate our dwelling and were denied due to the square footage of our accessory structures being larger than our dwelling square footage. The 1600 sq. ft. shade located North of the dwelling is utilized for parking and storage. The 8740 sq. ft. Ag barn is located North East of the dwelling and is utilized for multiple reasons. The West 3990 sq. ft. is used for equipment and livestock trailer parking and storage. The East 4750 sq. ft. is used to facilitate seven 4-H / FFA livestock projects, where they are provided shade, water, feed and tack storage. In April 2015 we applied for and were granted a permit to add a second electrical service to the Ag barn. (See Attached Permit and Job Card) At this time we were NOT instructed by the Dept. of Building and Safety of any approval needed for a accessory structure. All structures in question were built with no complaints or concerns from adjacent neighbors and have been in place for multiple years. Due to our property size, geographical location in the City of Blythe and primary use of the structures, I ask for your approval in this matter.

Sincerely,

Joshua Lloyd



# 61y1he

## CITY OF BLYTHE CITY COUNCIL MEETING

#### STAFF REPORT

MEETING DATE: April 9, 2019

**SUBJECT:** Commercial Cannabis Ordinance Amendments

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

**RECOMMENDATION:** It is recommended Council conduct the first reading by title only, waiving further reading of Ordinance No. 895-19 adopting changes to the Commercial Cannabis Ordinance related to signage and hours of operation.

FISCAL IMPACT: None.

**BACKGROUND:** In late January 2019 staff received a request from El Rancho Verde, LLC to amend a section of the Commercial Cannabis Ordinance related to signage and hours of operation. An Ordinance Amendment was brought to Council on March 12, 2019. After a lengthy discussion related to signage and use of graphics and product display Council directed staff to further review the Ordinance amendments with the City Attorney.

**STAFF REPORT:** The El Rancho Verde, LLC Dispensary located at 836 E. Hobsonway requests the following changes be made to the Commercial Cannabis Ordinance. The requested changes are reflected in the attached Ordinance:

- The Ordinance does not allow for cannabis businesses to have an illuminated sign or to
  use logos on signage. The proposed amendment would allow for illuminated signs to be
  placed at Cannabis businesses and for use of a company logo on the sign for advertising
  purposes. The logo would be prohibited from including identification of the products
  offered.
- 2. The Ordinance prohibits banners to be used at cannabis business. El Rancho would like to place a "coming soon" banner at their location which is not allowed per the Ordinance. The proposed amendment includes language that would allow a temporary banner (in place for less than 60 days). This would give cannabis businesses the opportunity to advertise their business until a permanent sign could be installed.
- 3. The Ordinance allows dispensaries to operate between the hours of 8am and 7pm daily. The proposed amendment includes hours of operation from 6am to 10pm daily. State regulations allow for sales to take place between the hours of 6am and 10pm.
- 4. The Ordinance does not allow signage that blocks doors or windows. As a number of items need to be posted at a dispensary such as hours of operation and age to enter, El Rancho Verde, LLC would like the ability to place these signs on a window. This request pertains to required noticing, not necessarily a "sign" and therefore such notices could be

placed on a door or window and be compliant with the current City Sign Ordinance as written. Staff does not support a business sign being placed on a window or door.

At the March 12<sup>th</sup> meeting El Rancho Verde, LLC asked for clarification on the use of billboards. Billboards are a prohibited sign for cannabis businesses in the City, but the Ordinance is vague on the use of billboard outside of City limits. State law does not allow the placement of a billboard within a 15 mile radius of the California border on an Interstate Highway or State Highway that crosses the California Border. This would exclude the placement of billboards in and around the City of Blythe. The attached Ordinance amendment has been modified to include the State's regulation on billboard use to clarify where billboards are prohibited.

As currently written, the Cannabis Ordinance does not allow any products or graphics depicting cannabis or cannabis products to be visible from the exterior of the property. El Rancho Verde, LLC has requested to use their logo for advertising which has what could be considered a graphic of a cannabis leaf. Council directed staff to research criteria for approving logos on a case by case basis. To do so, Council would need to add objective criteria into the code as to what is and is not allowed t. As the logo presented by El Rancho Verde, LLC could arguably be a cannabis leaf, the only way to allow the logo would be to remove the restriction of the use of a cannabis leaf on logos or graphics. This would allow the use of any cannabis leaf or leaf that could be construed to be a cannabis leaf. State regulation on advertising prohibits the use of objects such as toys, inflatables, movie characters, cartoon characters or include any other display, depiction or image designed to appeal to anyone less than 21 years of age. Businesses would have to follow these regulations along with any local regulations when advertising their business. If Council was not comfortable approving the use of any graphic depicting the cannabis leaf, Council could keep the current language which does not allow any cannabis or cannabis products to be visible or used for advertising purposes.

#### **ATTACHMENTS:**

- 1. Ordinance No. 895-19
- 2. Red line of Proposed Ordinance Amendments

#### **ORDINANCE NO. 895-19**

AN ORDINANCE AMENDING CHAPTER 5.10 ("COMMERCIAL CANNABIS ACTIVITY") OF TITLE 5 ("BUSINESS LICENSES AND REGULATIONS") OF THE BLYTHE MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF BLYTHE

WHEREAS, on June 13, 2017, the City adopted Ordinance No. 883-17 which added Chapter 5.10 of the Blythe Municipal Code regarding Commercial Cannabis Businesses and related zoning designations, and

WHEREAS, said Ordinance was amended on October 10, 2017 by Ordinance No. 885-17, amended on August 14, 2018 by Ordinance No. 890-18 and amended on September 11, 2018 by Ordinance No. 891-19, and

WHEREAS, the City desires to once again amend the Blythe Municipal Code to revise signage regulations and hours of operation for Commercial Cannabis businesses permitted to operate in the City of Blythe, and

WHEREAS, the City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3 because this ordinance makes very minor changes to the administrative regulations governing the City's regulations of commercial cannabis activity and it can be seen with certainty that there is no possibility that the minor changes in the ordinance will have a significant effect on the environment and pursuant to California Business and Professions Code 26055(h), CEQA does not apply because this ordinance requires discretionary review and approval of permits, licenses, and other authorizations to engage in commercial cannabis activity.

NOW THEREFORE, The City Council of the City of Blythe does ordain as follows:

**SECTION 1**. The foregoing recitals are true and correct and are incorporated into this Ordinance.

**SECTION 2.** Section 5.10.290 of the Blythe Municipal Code is hereby amended to read as follows:

Section 5.10.290. Miscellaneous Operating Requirements.

(a) Hours of Operation. Commercial cannabis businesses operating as dispensaries may be open for access to the public only between the hours of 6:00 A.M. and 10:00 P.M. Monday through Sunday.

Other commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permits issued by the City.

- (b) Restriction on Consumption. Cannabis shall not be consumed into the human body on the premises of any commercial cannabis businesses.
- (c) Except for the cannabis leaf, no cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or his/her designee prior to being used by the permittee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (f) There shall not be any firearms on the permitted premises by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel and have been approved by the Chief of Police or his designee.
- (g) There shall not be a physician located in or around any commercial cannabis business at any time for the purpose of evaluating patients for the issuance of a medical marijuana prescription or card where applicable.
- (h) Prior to dispensing medical cannabis or medical cannabis products to any person, the commercial cannabis business shall obtain verification from the recommending physician that the person requesting medical cannabis or medical cannabis products is a qualified patient.
- i) Emergency Contact. Each commercial cannabis business shall provide the City Manager or his/her designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- (j) Signage and Notices.

- (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the Blythe Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.
- (2) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises of any commercial cannabis businesses or elsewhere in the City of Blythe other than within private residences is prohibited.
- (3) Business identification signage shall be limited to that needed for identification only, and shall not contain any information that advertises or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
- (4) Except for temporary banners, no banners, flags, or other prohibited signs shall be used at any time.
- (5) Holders of commercial cannabis business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of Blythe utilizing a billboard (fixed or mobile)within 15 miles of an Interstate, or on a bus shelter, placard, aircraft, or other similar forms of advertising anywhere within City limits. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

#### (K) Minors.

(1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a non-medical commercial cannabis business, and persons under the age of eighteen (18) years shall not be allowed on the premises of a medical cannabis business. Those persons with a valid physician's recommendation to purchase medical cannabis who are between the ages of 18-21 years are allowed on non-medical commercial cannabis business premises if the business also has a valid medical cannabis license. Persons under the age of twenty-one (21) years It shall be unlawful and a violation of this Title for any person to employ any person at a commercial cannabis business who is not at least twenty (21) years of age.

- (2) The entrance to a non-medical commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty (21) years of age is permitted to enter upon the premises of the commercial cannabis business. The entrance to a medical commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the commercial cannabis business. The entrance to a business that is both a medical and non-medical cannabis business shall be clearly and legibly posted with both signs that also indicate their applicability to medical and non-medical customers.
- (l) Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:
  - (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
  - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (m) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the City pursuant to this Title and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.
- (n) Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee or volunteer, of the commercial cannabis business must submit fingerprints and other information

deemed necessary by the Chief of Police or his/her designee(s) for a background check by the Blythe Police Department. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record.

No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Blythe to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

- (o) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- (p) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.
- (q) If a commercial cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), members of the applicant authorized to possess cannabis shall sign an agreement with the commercial cannabis business which states that members shall not distribute cannabis or cannabis products to non-members or in violation of the "Memorandum for all United States Attorneys," issued by the United States Department of Justice, from James M. Cole, Deputy Attorney General and any other applicable state and federal laws, regulations, or guidelines.
- (r) If the commercial cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the commercial cannabis business shall terminate the membership of any member violating any of the provisions of this Title.
- (s) The City Manager or his/her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would

have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

**SECTION 4.** Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Palo Verde Times, a newspaper of general circulation printed and published in the County of Riverside and circulated in the City of Blythe and hereby designated for that purpose by the City Council.

PASSED, APPROVED, A following vote:	ND ADOPTED	this	_Day of	, 2019 by the
AYES: NOES: ABSENT:				
			Dale Reynolds	s, Mayor
ATTEST:				
Mallory Crecelius, City Clerk				
APPROVED AS TO FORM:	Ti .			
Baron Bettenhausen, City Attorney				

#### Red-line of Ordinance Amendments:

#### Section 5.10.290. Miscellaneous Operating Requirements.

- (a) Hours of Operation. Commercial cannabis businesses operating as dispensaries may be open for access to the public only between the hours of 86:00 A.M. and 710:00 P.M. Monday through Sunday.
  - Other commercial cannabis businesses may operate only during the hours specified in the commercial cannabis business permits issued by the City.
- (b) Restriction on Consumption. Cannabis shall not be consumed into the human body on the premises of any commercial cannabis businesses.
- (c) Except for the cannabis leaf. Nno cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (d) Reporting and Tracking of Product and of Gross Sales. Each commercial cannabis business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the commercial cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. The commercial cannabis business shall ensure that such information is compatible with the City's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or his/her designee prior to being used by the permittee.
- (e) All cannabis and cannabis products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the State and local regulations.
- (f) There shall not be any firearms on the permitted premises by an owner, manager, employee, volunteer or vendor other than those individuals authorized as a State Licensed Security Personnel and have been approved by the Chief of Police or his designee.
- (fg) There shall not be a physician located in or around any commercial cannabis business at any time for the purpose of evaluating patients for the issuance of a medical marijuana prescription or card where applicable.
- (gh) Prior to dispensing medical cannabis or medical cannabis products to any person, the commercial cannabis business shall obtain verification from the

recommending physician that the person requesting medical cannabis or medical cannabis products is a qualified patient.

- (hi) Emergency Contact. Each commercial cannabis business shall provide the City Manager or his/her designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- (ji) Signage and Notices.
  - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the Blythe Municipal Code, including, but not limited to, seeking the issuance of a City sign permit.
  - (2) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
  - (2) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises of any commercial cannabis businesses or elsewhere in the City of Blythe other than within private residences is prohibited.
  - (3) Business identification signage shall be limited to that needed for identification only, and shall not contain any logos orany information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way.
  - (4) Signage shall not be directly illuminated, internally or externally. Except for temporary banners, Nno banners, flags, billboards or other prohibited signs may shall be used at any time.
  - (5) Holders of commercial cannabis business permits agree that, as an express and ongoing condition of permit issuance and subsequent renewal, the holder of the permit shall be prohibited from advertising any commercial cannabis business located in the City of Blythe utilizing a billboard (fixed or mobile), bus shelter, placard, aircraft, or other similar forms of advertising, anywhere in the state. This paragraph is not intended to place limitations on the ability of a commercial cannabis business to advertise in other legally authorized forms, including on the internet, in magazines, or in other similar ways.

## (ik) Minors.

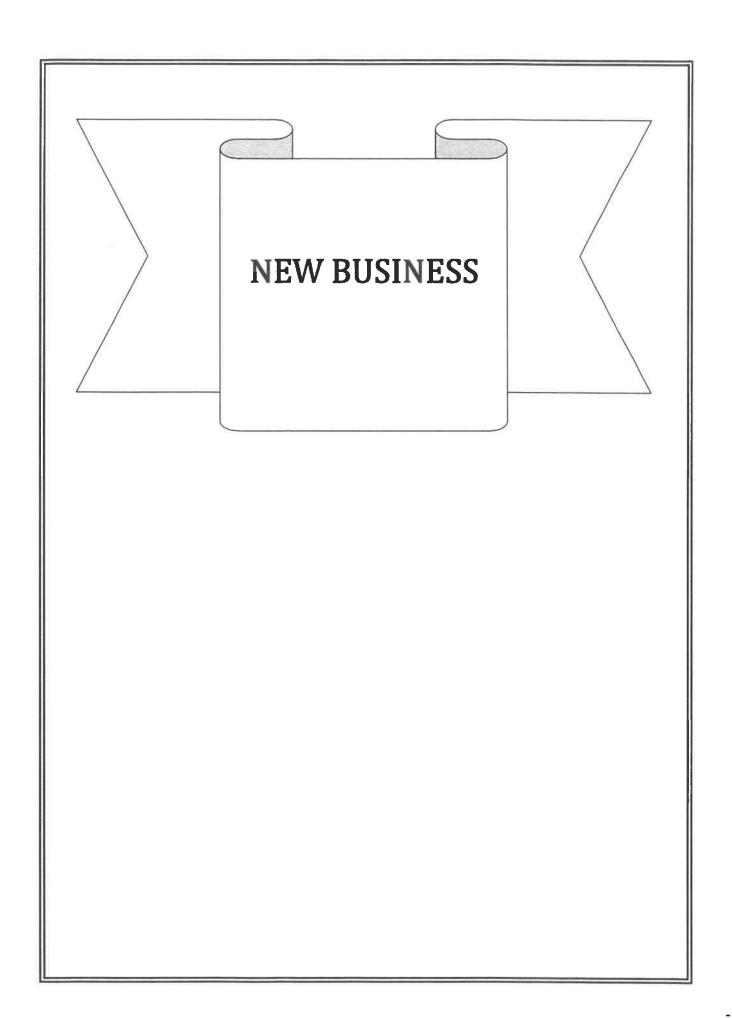
- (1) Persons under the age of twenty-one (21) years shall not be allowed on the premises of a non-medical commercial cannabis business, and persons under the age of eighteen (18) years shall not be allowed on the premises of a medical cannabis business. Those persons with a valid physician's recommendation to purchase medical cannabis who are between the ages of 18-21 years are allowed on non-medical commercial cannabis business premises if the business also has a valid medical cannabis license. It shall be unlawful and a violation of this Title for any person to employ any person at a commercial cannabis business who is not at least twenty (21) years of age.
- (2) The entrance to a non-medical commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty (21) years of age is permitted to enter upon the premises of the commercial cannabis business. The entrance to a medical commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) years of age is permitted to enter upon the premises of the commercial cannabis business. The entrance to a business that is both a medical and non-medical cannabis business shall be clearly and legibly posted with both signs that also indicate their applicability to medical and non-medical customers.
- Odor Control. Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the commercial cannabis business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain the following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology:
  - (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;
  - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior, so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.

- (lm) Display of Permit and City Business License. The original copy of the commercial cannabis business permit issued by the City pursuant to this Title and the City issued business license shall be posted inside the commercial cannabis business in a location readily-visible to the public.
- Background Check. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee or volunteer, of the commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the Blythe Police Department. Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record.

No person shall be issued a permit to operate a commercial cannabis business or a related work permit unless they have first cleared the background check, as determined by the Chief of Police, as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the City of Blythe to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

- (no) Loitering. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- (op) Permits and other Approvals. Prior to the establishment of any commercial cannabis business or the operation of any such business, the person intending to establish a commercial cannabis business must first obtain all applicable planning, zoning, building, and other applicable permits from the relevant governmental agency which may be applicable to the zoning district in which such commercial cannabis business intends to establish and to operate.
- (pg) If a commercial cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), members of the applicant authorized to possess cannabis shall sign an agreement with the commercial cannabis business which states that members shall not distribute cannabis or cannabis products to non-members or in violation of the "Memorandum for all United States Attorneys," issued by the United States Department of Justice, from James M. Cole, Deputy Attorney General and any other applicable state and federal laws, regulations, or guidelines.

- (er) If the commercial cannabis business permittee is operating as a collective or cooperative under Health and Safety Code Section 11362.775, subdivision (a), the commercial cannabis business shall terminate the membership of any member violating any of the provisions of this Title.
- (FS) The City Manager or his/her designee may develop other commercial cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.





# CITY OF BLYTHE CITY COUNCIL MEETING

#### STAFF REPORT

MEETING DATE: April 9, 2019

SUBJECT: 1<sup>st</sup> Amendment to Transfer Agreement between Riverside County

Regional Park and Open-Space District and City of Blythe

PRESENTED BY: Mallory Crecelius, Interim City Manager

PREPARED BY: Mallory Crecelius, Interim City Manager

**RECOMMENDATION:** Council authorize the Interim City Manager to execute the First Amendment to the Transfer Agreement between the County of Riverside and City of Blythe.

**FISCAL IMPACT:** There were no changes to the financial terms of the agreement.

BACKGROUND: In 2012 The City entered into an Agreement with Riverside County Regional Parks and Open-Spaces District for the Transfer of Quechan Park. Quechan Park was appraised at \$265,000. At the same time, the County was working on sewer improvements for Mayflower Park. This involved connecting Mayflower Park to the City's sewer infrastructure. The original designed consisted of a sewer line being installed along Colorado River Road to the City's force main on 6<sup>th</sup> Avenue. As the City did not have funding to purchase Quechan Park, the City and County entered into an agreement in which the City would apply a credit of \$265,000 towards the County's cost of sewer connection fees owed to the City related to the Mayflower Park Project in exchange for the transfer of Quechan Park. The City was to honor the credit until the County was able to move forward with the project. In the original sewer design residents of Colorado River Road would be able to connect to the City's sewer service once installed.

In June of 2018 staff had a meeting with County Park officials to discuss the status of the Mayflower Park project. The County determined the cost of the original design was prohibitive and looked for construction alternatives. The new approach redirects the sewer to the City's force main on 6<sup>th</sup> Avenue and will no longer travel down Colorado River Road. After this meeting Council met with Riverside County Officials in two study sessions on August 28, 2018 and January 22, 2019 to discuss the amended project and the need to amend the Transfer Agreement to accommodate these project changes. At the January 22<sup>nd</sup> meeting Staff was directed to work with the County on amendments to the Transfer Agreement.

**STAFF REPORT:** The County prepared the attached Amendment to the Transfer Agreement to include the items directed by City Officials and staff. The terms have been reviewed by City staff and the City Attorney. The amendment includes language for the future connection of residents of Colorado River Rd. as a separate project and the responsibility of the County to maintain the sewer main starting at the southern boundary of Mayflower Park and extending to the City's

Sewer Force Main on 6<sup>th</sup> Avenue. Except as amended or modified in the attached Agreement, all other terms of the original agreement shall remain in full force and effect.

# **ATTACHMENTS:**

- 1. First Amendment to Agreement
- 2. Original Transfer Agreement

# FIRST AMENDMENT TO TRANSFER AGREEMENT BY AND BETWEEN RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT AND CITY OF BLYTHE

THIS FIRST AMEND	MENT TO LEASE ("First Amendment"), is hereby entered
into on thisday,	, 201, by and between the Riverside County
Regional Park and Open-Sp	ace District, a park and open-space district duly created
pursuant to the California F	Public Resources Code Division 5, Chapter 3, Article 3,
("District"), and the City of E	Blythe, a California municipal corporation, ("City"). District
and City may sometimes here	einafter collectively be referred to as the "Parties".

#### **RECITALS**

- A. The District and City have entered into that certain Transfer Agreement, dated November 27, 2012, (the "Original Agreement") pursuant to which District agreed to transfer to City and City agreed to accept title to that certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 31 acres of land, roadway and improvements, commonly known as "Quechan Park" (the "Property");
- B. The Original Agreement together with this First Amendment are collectively referred to herein as the "Agreement";
- C. The Parties now desire to amend the Agreement to revise Section 6, Mutual Obligations, to more accurately define the current conditions and plans for the District's sanitary sewer lift station gravity pipeline-force main alternative connection ("Sewer Main") to the City of Blythe's Force Main on 6<sup>th</sup> Avenue;
- D. The terms and conditions provided herein are part of the consideration and are material to the transfer of the Property; and
- E. The Parties acknowledge that District and City shall be due their respective benefit of the Agreement until such time full performance of the all the obligations of the Agreement are complete.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 6.2 of the Original Agreement is hereby replaced in its entirety by the following:
  - "6.2 The District will maintain the Sewer Main starting at the southern boundary of Mayflower Park and extending to the City's Sewer Force Main on 6th Avenue."
- 2. Section 6.3 of the Original Agreement is hereby deleted in its entirety.

- 3. Section 6.4 of the Original Agreement is hereby replaced in its entirety by the following:
  - 6.4 For the Mayflower Park Project, the District will review and consider, but not be obligated to, the inclusion of additive alternates to the sewer force main construction contemplating residential sewer connections outside of Mayflower Park. The following must occur for any addition to be practical.
- 4. Section 6.4.1 of the Original Agreement is hereby replaced in its entirety by the following:
  - 6.4.1 The District will provide the design and construction alternatives to connect residents of an unincorporated area of Riverside County, outside of Mayflower Park and the City of Blythe.
- 5. Section 6.4.2 of the Original Agreement is hereby replaced in its entirety by the following:
  - 6.4.2 The City will waive plan check and inspection fees associated with the construction of a sewer system connecting residents with the District's Sewer Main which connects to the City's Force Main on 6<sup>th</sup> Avenue.
- 6. Section 6.4.4 of the Original Agreement is hereby replaced in its entirety by the following:
  - 6.4.4 The District will conduct on-site community educational meetings before the project is initiated. The City shall participate in those meetings.
- 7. Section 6.4.5 of the Original Agreement is hereby replaced in its entirety by the following:
  - 6.4.5 Subject to 6.4.2, the City will be entitled to collect all applicable fees from residents seeking to make residential connections, including but not limited to, sewer connection fees, sewer capacity charges, monthly rate for sewer collection, and monthly rate wastewater treatment plant (operation and maintenance). District itself will be exempt from payment of any fees that may be required as a result of these residential connections outside of Mayflower Park.
- 8. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Amendment and the

Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either District or City. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

/// /// 9. EFFECTIVE DATE. This first Amendment to Agreement shall not be binding or consummated until its approval by the District Board of Directors and fully executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Dated:	CITY: CITY OF BLYTHE, a California municipal corporation
	By:
ATTEST: Kecia Harper-Ihem Clerk of the Board	DISTRICT: RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district
By: Deputy	By: Chuck Washington, Chairman Board of Directors
(SEAL)	
APPROVED AS TO FORM: Gregory P. Priamos County Counsel	
By: Wesley W. Stanfield Deputy County Counsel	_

# TRANSFER AGREEMENT BY AND BETWEEN RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT AND CITY OF BLYTHE

This TRANSFER AGREEMENT ("Agreement") is hereby entered into on NVMMON 27,2012 ("Effective Date") by and between the Riverside County Regional Park and Open-Space District, a park and open-space district duly created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, ("District"), and the City of Blythe, a California municipal corporation, ("City"). District and City may sometimes hereinafter collectively be referred to as the "Parties".

#### **RECITALS**

WHEREAS, the District is the owner of certain real property located in the City of Blythe, Riverside County, California, consisting of approximately 31 acres of land, roadway and improvements, commonly known as "Quechan Park", ("Property"), formerly with Assessor Parcel Numbers 833-310-002, 833-310-003, 833-310-005, 833-310-006, 833-310-007 and a portion of 833-310-004, now with Assessor Parcel Number 833-310-014 and described as Parcel A, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, the District is authorized to exercise its powers to hold, use, or dispose of real property, in particular pursuant to the California Public Resources Code Section 5540, whereby the District may dispose of real property of every kind that has not been formally dedicated for park and open-space purposes and rights therein necessary to the full exercise of its powers; and

WHEREAS, that certain Memorandum of Understanding ("MOU") was entered into on May 23, 2000, whereby the parties acknowledged the importance of pursuing and implementing improvements to the Property to greatly benefit the recreational, social and economic needs of the residents of the City of Blythe and the Palo Verde Valley. The MOU is attached to the below referenced Termination Agreement, and by this reference is incorporated herein; and

WHEREAS, that certain Agreement for the Lease of Quechan Park was entered into on December 21, 2004, and once amended on August 1, 2006, ("Lease"), whereby the City would lease, manage, operate and make improvements to the Property in furtherance of common recreational, social and economic goals of the Parties. The Lease is attached to the below referenced Termination Agreement, and by this reference incorporated herein; and

WHEREAS, for clarification purposes, while the MOU and the Lease referenced both the County of Riverside ("County") and the District as if each was one contracting

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party, the District is and was the record owner of the Property, manages and controls the ownership of the Property, was intended as the contracting party to the MOU and Lease; and

WHEREAS, for the sake of dispensing with any matters that may affect the title involving the MOU or Lease, the Termination Agreement shall serve to clear all such matters and will be entered into concurrently with this Agreement between the District, the City and the County of Riverside; and

WHEREAS, in addition to the above, a portion of the Property is subject to that certain Lease Agreement dated March 1, 1966 ("State Lease") originally between the County and the State Lands Commission ("SLC"), concerning portions of the Colorado River over and upon those certain tide and submerged lands situated in the County of Riverside, State of California, as identified in the State Lease; and

WHEREAS, the parties understand that the existing State Lease is due to expire on or about February 28, 2015.

WHEREAS, as a condition to the approval of this Agreement, District and the City have agreed to work together to submit applications to obtain any approvals that may be required by the SLC under the State Lease, including but not limited to, requesting assignment of the existing State Lease to the City and requesting approval of a new State Lease between the City and SLC for an entirely new term; and

WHEREAS, the District agrees to take all reasonable action that may be required on its part to cooperate in the filing and processing of any SLC applications by City, and to advocate on City's behalf in the granting of a new State Lease for the Property. District further agrees to tender payment on behalf of City, in an amount up to Three Thousand Dollars (\$3,000), for any costs it may incur in filing any applications with the SLC in furtherance of this transaction; and

District agrees to tender payment on behalf of the City for any costs it may incur related to filing any SLC applications, in an amount not to exceed Three Thousand Dollars (\$3,000).

WHEREAS, the District and the City desire to enter into this Agreement to provide the terms and conditions for the conveyance of Quechan Park to City; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

#### **AGREEMENT**

1. Transfer of the Property. District now desires to transfer and City desires to accept title to the Property for the consideration described herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement.

Concurrently with approval and execution of this Agreement, the Parties shall execute a Termination Agreement and all the associated termination documents to terminate the Lease and the MOU (collectively the "Termination Agreement").

- 2. Valuation of the Property. The Parties agree that the value of the Property is two hundred sixty-five thousand dollars (\$265,000) as provided in the Appraisal dated March 28, 2011.
- 3. Closing Date. This transaction shall close when the Parties have timely performed their respective obligations within sixty days (60) following the full approval and execution of this Agreement ("Closing Date"). For purposes of this Agreement, the Closing Date shall mean consummation of the transfer of the Property by the Parties in accordance with this Agreement.
- 4. City's Obligations and Conditions Precedent to Close of this Transaction. For the benefit of the District, the close of this transaction shall be conditioned upon the timely performance by City of all obligations required of City by the terms of this Agreement.
  - 4.1 City Obligations.
    - 4.1.1 City agrees to accept the real property interest and all the responsibilities therewith to be granted to it by the District via Grant Deed, substantially in the form attached as Exhibit "B", attached hereto and by this reference incorporated herein.
    - 4.1.2 Subject to the limitations provided in Section 7 of this Agreement, City shall continue to own and operate the Property for a public purpose, including having a public park component. Parties agree that City's public use of the Property may involve a portion of the Property having commercial components open to the general public for public use, similar to other District and County properties.
    - 4.1.3 District intends to make certain sewer improvements to its Mayflower Park (the "Mayflower Park Project"). The City shall apply and credit up to \$265,000 to the District, the credit to be applied toward the cost of sewer fees, including capacity fees, that would otherwise be owed to City related to the District's Mayflower Park Project ("Credit"). The manner in which the Credit shall be made available and applied in favor of the District shall be determined prior to transfer of the Property. Once the Property is transferred to the City, the City shall maintain the Credit's availability until District needs it applied and District has actually received the Credit to its Mayflower Park Project. In the event the Credit amount exceeds any sewer fees required to be paid to City as part of the Mayflower Park Project, City will not be required to pay any difference or apply the excess Credit against any other portion of the Mayflower Park



Project, any other project, or against any reoccurring monthly usage fees. The estimate for the sewer fees provided to the District by the City in the amount of \$133,000 is material and relied upon by the District and that the rates in which this estimate was based upon will not be raised.

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- 4.1.4 City shall have executed the Termination Agreement and any documents necessary to effectuate the termination of the Lease and MOU, including the Surrender of Leasehold.
- 4.1.5 City acknowledges and accepts that the Property is subject to the existing State Lease. It is the parties intention to transfer the existing State Lease over to the City, and to have the City execute a new State Lease for the Property between the City and SLC for a new term. City shall perform any actions which are reasonably necessary to obtain SLC approval for the new State Lease, any will submit the required applications in a timely manner.
- 4.2 City shall provide, prior to Closing Date:
  - 4.2.1 Documentation for the agreed upon Credit amount for the District's Mayflower Park Project; and
  - 4.2.2 Fully executed Termination Agreement and Surrender of Leasehold in recordable form for recordation by the District; and
  - 4.2.3 All such other documents, including but not limited to any reports or documents requested by District in writing and obtained by the City for due diligence, and sums, if any, as are necessary to close this transaction.
- 5. **District's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of City, the close of this transaction shall be conditioned upon the timely performance by District of all obligations required of District by the terms of this Agreement.
  - 5.1 District Obligations:
    - 5.1.1 District agrees to transfer and convey, in fee, title to the City the Property with certain conditions that shall run with the land, substantially in the form Grant Deed attached as Exhibit "B".
    - 5.1.2 District shall have executed the Termination Agreement and any documents necessary to effectuate the termination of the Lease and MOU, including the Surrender of Leasehold.
    - 5.1.3 District shall submit its application to the SLC to seek the transfer of the existing State Lease to City, and will actively cooperate with City in

seeking any other requisite approvals related to this Agreement. This specifically includes, but is not necessarily limited to, District taking any action that may reasonably be required to assist City in obtaining a new State Lease for the Property for a brand new term. District will act in a timely manner. District agrees to tender payment on behalf of the City for any costs it may incur related to filing any SLC applications, in an amount not to exceed Three Thousand Dollars (\$3,000).

- 5.2 District shall provide:
  - 5.2.1 The Grant Deed in favor of the City; and
  - 5.2.2 Fully executed Termination Agreement and Surrender of Leasehold in recordable form for recordation by the District; and
  - 5.2.3 Shall provide all such other documents and sums, if any, as are necessary to close this transaction.
- 6. **Mutual Obligations**. The terms and conditions provided herein are part of the consideration and are material to the transfer of this Property. The Parties acknowledge that the rights created by this Agreement and the performance of the respective obligations created in Sections 4.1.2, 4.1.3, 6 and 7 shall survive consummation of the transfer of the Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations is complete.
  - The District will fund an additional well at Mayflower Park, not to exceed \$350,000, to assist with consistent water flow for efficient operation of the City's sewer force main system.
  - 6.2 The District will dedicate the sewer main to the City once its construction is complete starting at the southern boundary of Mayflower Park and extending to the City's sewer lift station on 6<sup>th</sup> Ave. This infrastructure shall be constructed to City standards.
  - 6.3 The City will not charge the District any sewer connection charges for the Mayflower Park Project sewer improvements. However, City will be entitled to collect any applicable fees and charges related to any residential sewer connections located outside of Mayflower Park as provided in Section 6.4 below.
  - 6.4 For the Mayflower Park Project, the District will review and consider, but not be obligated to, the inclusion of additive alternates to the sewer constriction bid package contemplating residential availability. The following must occur for any addition to be practical.

- 6.4.1 The City will provide the detail to include in the bid package.
- 6.4.2 The City will waive additional plan check and inspection fees associated with the required engineering changes.
- 6.4.3 The District project will not be delayed by this modification.
- 6.4.4 The District and the City will conduct an on-site community educational meeting before the project is initiated.
- 6.4.5 The City will be entitled to collect all applicable fees from the residents seeking to make residential connections, including but not limited to, all construction inspection fees and connection fees that may be associated with making the residential connections. District itself will be exempt from the payment of any fees that may be required as a result of these residential connections outside Mayflower Park.
- 6.4.6 Once installed, residents will pay the City directly for ongoing sewer services.
- 6.4.7 Residents will not be required to sign annexation papers to participate in City provided sewer services.
- The City acknowledges and will continue to utilize the Equivalent Dwelling Unit (EDU) formula or a substantially similar formula for calculating the sewer collection and wastewater plant rates for each specified use, such as RV spaces and residential units. The rate charged to users of a specified use will be the same for all said users in the system. The City will maintain consistency in the rate differentials between each specified use. The District agrees to pay the applicable rates, if due and payable, as they may be amended from time to time.
- Right of First Refusal. City shall not dispose of or sell the Property except in accordance with the provisions of this Agreement. In the event that City (a) desires to dispose of the Property having received an unsolicited offer to purchase the Property from a Qualified Purchaser, defined below, (b) desires to dispose of the Property without having received an offer to purchase, or (c) desires to significantly alter the public purpose use of the Property to a non-public purpose use, City shall notify the District within thirty (30) days of the occurrence of any of the above described events. In such case District shall have the first right on whether to acquire the Property back from the City or refuse such acquisition as provided in this section ("Right of First Refusal"). A Qualified Purchaser shall be an independent third party that is not directly or indirectly owned or controlled by or under common control with District or City, and intends to purchase the Property for its own account.

- 7.1 In the event that such sale shall be pursuant to an unsolicited written offer ("Offer") from a Qualified Purchaser, which the City Council has expressed a desire to accept, City shall follow the procedures as set forth below.
  - 7.1.1 If City receives an Offer it is willing to accept, City shall give District a copy of the Offer and certify to District that the proposed purchaser is a Qualified Purchaser ("Offer Notice").
  - 7.1.2. District shall have 60 days from the delivery of the Offer Notice ("Acceptance Period") within which to notify the City of its election to purchase the Property under the terms and conditions specified in the Offer, by giving written notice to the City ("Acceptance Notice") of such election. District has the right, but not the obligation, to purchase the Property back from the City.
  - 7.1.3 On delivery of the Acceptance Notice, the City and District shall forthwith proceed to consummate the conveyance of the Property on the terms and conditions set forth in the Offer.
  - 7.1.4 If the Acceptance Notice is not given in a timely manner or if District chooses not to purchase the Property, then the City may thereafter proceed to sell the Property any time within 90 days after the expiration of the Acceptance Period, on the terms and conditions set forth in the Offer, free and clear of any rights of District under this Right of First Refusal with respect to that sale only.
- 7.2 In the event that City desires to dispose of the Property without having received an unsolicited Offer, the following procedures shall apply:
  - 7.2.1 Within 60 days of receiving the City's notice that it desires to dispose of the Property, District shall provide its response on whether District desires to acquire the Property back from the City or refuse such acquisition.
  - 7.2.2 If District elects to acquire the Property back, the City and District shall proceed to consummate the conveyance of the Property provided the District reimburses the City all portions of the Credit applied in favor of the District and the value of the out of pocket improvements made to the Property by the City minus depreciation. Out of pocket improvements shall mean any documented funds expended by the City to make improvements to the Property where the source of such funds were not donated or granted to the City without the obligation to reimburse.
  - 7.2.3 If the District's response is not given in a timely manner or if District chooses not to purchase the Property, then the City may thereafter

proceed to dispose of the Property free and clear of any rights of District under this Right of First Refusal.

- 7.3 In the event that City desires to significantly alter the public purpose/use of the Property to a non-public purpose/use, the following procedures shall apply:
  - 7.3.1 Prior to taking any action City will first have the obligation to consult with District to determine if District believes the proposed alteration in use constitutes a significant alteration of the public purpose/use of the Property and/or whether the alteration in use would be acceptable to the District. District will provide its response to City in writing within 45 days of receiving the City's proposal. Any determination by District will be made in good faith, taking into account the best interests of the Blythe Community.
  - 7.3.2 Any such consultation will not automatically trigger a right in District to reacquire the Property. If District determines that the proposed alteration in purpose/use would be significant and will not authorize the change, City may withdraw the proposed alteration without penalty. City retains the right to file any legal challenge to the District's determination based on an assertion that it was not made in good faith or is contrary to the terms of this Agreement.
  - 7.3.3 If City decides to proceed with an alteration in use contrary to the District's determination, having exhausted its rights to challenge that decision, City shall provide written notice to District within thirty (30) days of that determination. In such case the provisions of 7.2 will apply, giving District the option to reacquire the Property as provided in that section.
  - 7.3.4 Nothing in this Section shall limit City's ability to grant special event permits or other permits or approvals related to the temporary use of the Property.
- 7.4 Any sale or proposed sale on any other terms and conditions or after expiration of said 90 days shall be a new sale subject to all of the terms of this Right of First Refusal.
- 7.5 The Right of First Refusal set forth in this section may not be assigned or transferred by District except to the County of Riverside.
- 7.6 This Right of First Refusal shall terminate at the end of the tenth year from the Effective Date of this Agreement.
- 8. Cooperation. The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide necessary approvals, and execute, acknowledge, and deliver any and all additional

papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Deed by the Park District to the City will occur within the times described herein Section 3 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

9. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the District:

If to the City:

Riverside County Regional Park and Open-Space District Scott Bangle General Manager 4600 Crestmore Road Riverside, CA 92509 Telephone: (951) 955-4398

City of Blythe

David Lane City Manager 235 N. Broadway Blythe, CA 92225

Telephone: (760) 922-6161

- 10. Conflict of Interest. No member, official or employee of the District or City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 11. No Third Party Beneficiaries. This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.
- 12. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.
- 13. Governing Law and Jurisdiction. The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

- 14. Paragraph Titles. The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.
- 15. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- 16. Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.
- 17. Authority to Execute. The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.
- 18. Counterparts. The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.
- 19. **Survival**. The rights and obligations created by Sections 4 through 7 in this Agreement with respect to credit to the District for charges and fees pertaining to sewer improvements, the development of the additional well, and dedication to the City of the sewer main associated with the District's Mayflower Park and the Right of First Refusal shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.
- 20. Successor-in-interests. The terms and conditions of this Agreement shall bind the successors-in-interests to the Parties, respectively.
- 21. This Agreement will be null and void if not duly approved and executed by both Parties.
- 22. The recitals on the first and second pages of this Agreement are incorporated into the Agreement by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

DISTRICT:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT,

a special district

By:

hairman Board of Directors

ATTEST:

CLERK OF THE BOARD

Kecia Harper-Ihem

By:

Deputy

CITY:

CITY OF BLYTHE, a California

municipal corporation

By:

Oscar Galvan, Mayor

ATTEST:

By:

Mallory Sufferfield. City Clerk

APPROVED AS TO FORM: COUNTY COUNSEL

Pamela J. Walls

By: 1

Synthia M. Gunzel

**Deputy County Counsel** 

APPROVED AS TO FORM:

Christian L. Bettenhausen

City Attorney

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Transfer Agreement Park District & City of Blythe Quechan Park

# EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Transfor Agreement Park District & City of Blythe Quechan Park

#### EXHIBIT A

# LEGAL DESCRIPTION PARCEL "A"

## PARCEL "A"

BEING PORTIONS OF PARCEL 1 AND PARCEL 3 AS DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS INSTRUMENT NO. 430266, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 00°54'50" EAST 162.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO A POINT LYING PARALLEL WITH AND 162.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°59'00" EAST 1382.07 FEET ALONG SAID PARALLEL LINE AND THE NORTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°59'00" EAST 1125.49 FEET TO A POINT ON THE MEANDER LINE OF THE WEST BANK OF THE COLORADO RIVER AS ESTABLISHED BY UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 28, 1874;

THENCE SOUTH 65°57' WEST (FORMERLY RECORDED SOUTH 66°00' WEST) 91.39 FEET ALONG SAID MEANDER LINE TO A POINT WHICH IS DISTANT 136.75 FEET WHEN MEASURED ALONG SAID LINE, FROM THE MOST SOUTHWESTERLY END OF THAT SEGMENT HAVING A BEARING OF NORTH 66°00' WEST, AND BEING 11.03 CHAINS IN LENGTH, AS SHOWN ON UNITED STATES GOVERNMENT PLAT OF SAID SURVEY OF 1874:

THENCE SOUTH 33°07'50" WEST 1620.44 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS:

THENCE NORTH 73°49'10" WEST 330.00 FEET ALONG SAID NORTHERLY LINE:

THENCE NORTH 59°35'10" WEST 203.35 FEET:

THENCE NORTH 73°49'10" WEST 279.09 FEET ALONG SAID NORTHERLY LINE:

THENCE NORTH 62°02' 38" WEST 303.33 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.93 FEST THROUGH A CENTRAL ANGLE OF 5°29'43", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST:

THENCE NORTH 22°27'39" EAST 60,00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 30,00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST:

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 75.84 FEET THROUGH A CENTRAL ANGLE OF 144°50'55" TO THE TO THE SOUTHERLY RIGHT OF WAY LINE OF B STREET (40.00 FEET IN WIDTH) AS SHOWN ON RIVERSIDE COUNTY MAP NO. 818-RR,, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 620.00 FEET, A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS NORTH 12°41'26" WEST:

THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING FOUR (4) COURSES:

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 349.62 FEET THROUGH A CENTRAL ANGLE OF 32\*18\*34\*;

THENCE NORTH 45°00'00" EAST 496.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 269.71 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 211.83 FEET THROUGH A CENTRAL ANGLE OF 45°00'00";

THENCE NORTH 90°00'00" EAST 107.50 FEET;

THENCE NORTH 00°00'00" EAST 219.94 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RIGHT OF WAY AND EASEMENTS OF RECORD, INCLUDING TAKING OF ACCESS RIGHTS BY THE STATE OF CALIFORNIA IN EMINENT DOMAIN PROCEEDINGS ENTITLED PEOPLE OF THE STATE OF CALIFORNIA, ETC VS. ANNE C. EVANS, AT EL., NO. 68131, FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE.

SAID DESCRIBED PARCEL CONTAINING 34.19 ACRES, MORE OR LESS.

POR GRAPHICAL PURPOSES SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

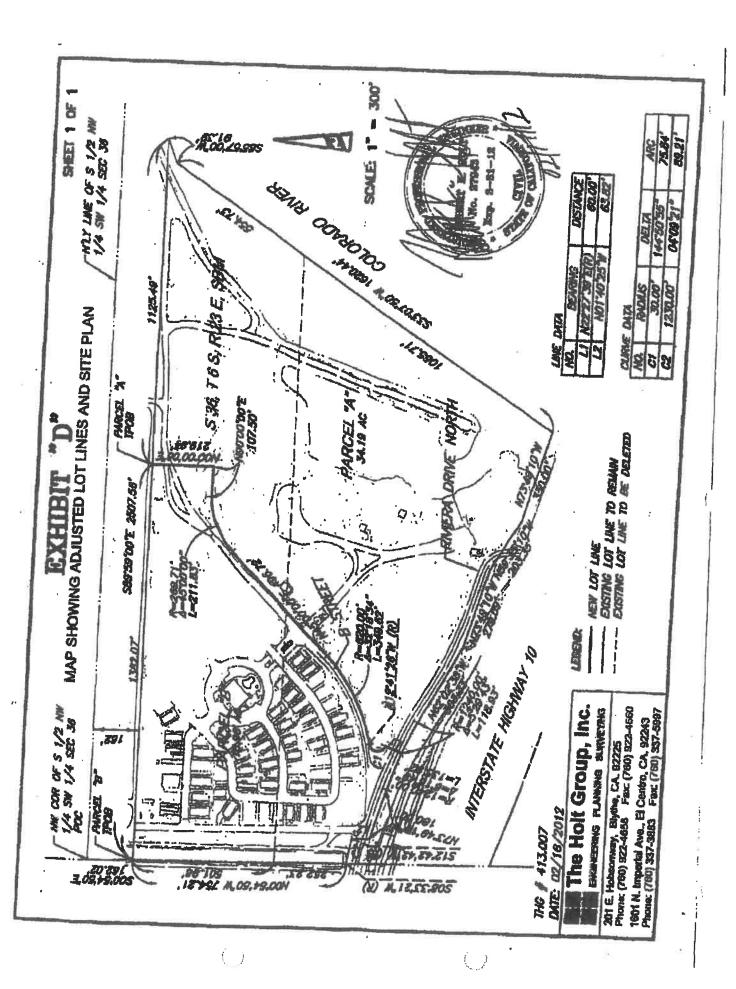


EXHIBIT "B"

**GRANT DEED** 

Transfer Agreement Park District & City of Blythe Quechan Park RECORDING REQUESTED BY:

City of Blythe

WHEN RECORDED MAIL TO:

City of Blythe Attn: City Manager 235 N. Broadway Blythe, CA 92225

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §6103 NO DOCUMENTARY TRANSFER TAX PURSUANT TO CALIFORNIA REVENUE & TAXATION CODE § 11922

PROPERTY: Quochan Park, Blythe, CA APN: 833-310-014 PARCEL A

#### **GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, (hereinafter referred to as "Grantor"), hereby grants and conveys to the CITY OF BLYTHE, a California municipal corporation (hereinafter referred to as "Grantee"), the fee simple interest in and to that certain real property situated in the County of Riverside, State of California, referenced as Parcel A, more fully described in <u>EXHIBIT A</u> attached hereto and incorporated herein by reference ("Property").

- A. Grantee covenants and agrees, for itself and its successors-in-interest and assigns that it shall not dispose of or sell the Property except in accordance with the provisions of that certain Transfer Agreement dated \_\_\_\_\_\_ ("Agreement") entered into between Grantor and Grantee. In the event that Grantee (a) desires to dispose of the Property having received an unsolicited offer to purchase the Property from a Qualified Purchaser, defined below, (b) desires to dispose of the Property without having received an offer to purchase, or (c) desires to significantly alter the public purpose use of the Property to a non-public purpose use, Grantee shall notify the Grantor within thirty (30) days of the occurrence of any of the above described events. In such case Grantor shall have the first right on whether to acquire the Property back from the Grantee or refuse such acquisition as provided in this section ("Right of First Refusal"). A Qualified Purchaser shall be an independent third party that is not directly or indirectly owned or controlled by or under common control with Grantor or Grantee, and intends to purchase the Property for its own account.
  - 1. In the event that such sale shall be pursuant to an unsolicited written offer ("Offer") from a Qualified Purchaser, which Grantee's City Council has expressed a desire to accept, Grantee shall follow the procedures as set forth below.
    - 1.1 If Grantee receives an Offer it is willing to accept, Grantee shall give Grantor a copy of the Offer and certify to Grantor that the proposed purchaser is a Qualified Purchaser ("Offer Notice").
    - 1.2 Grantor shall have 60 days from the delivery of the Offer Notice ("Acceptance Period") within which to notify the Grantee of its election to purchase the Property under

GRANT DEED - QUECHAN PARK RCRPOSD & BLYTHE the terms and conditions specified in the Offer, by giving written notice to the Grantee ("Acceptance Notice") of such election. Grantor has the right, but not the obligation, to purchase the Property back from the Grantee.

- 1.3 On delivery of the Acceptance Notice, the Grantee and Grantor shall forthwith proceed to consummate the conveyance of the Property on the terms and conditions set forth in the Offer.
- 1.4 If the Acceptance Notice is not given in a timely manner or if Grantor chooses not to purchase the Property, then the Grantee may thereafter proceed to sell the Property any time within 90 days after the expiration of the Acceptance Period, on the terms and conditions set forth in the Offer, free and clear of any rights of Grantor under this Right of First Refusal with respect to that sale only.
- 2. In the event that Grantee desires to dispose of the Property without having received an unsolicited Offer, the following procedures shall apply:
  - 2.1 Within 60 days of receiving the Grantee's notice that it desires to dispose of the Property, Grantor shall provide its response on whether Grantor desires to acquire the Property back from the Grantee or refuse such acquisition.
  - 2.2 If Grantor elects to acquire the Property back, the Grantee and Grantor shall proceed to consummate the conveyance of the Property provided the Grantor reimburses the Grantee all portions of the Credit applied in favor of the Grantor and the value of the out of pocket improvements made to the Property by the Grantee minus depreciation. Out of pocket improvements shall mean any documented funds expended by the Grantee to make improvements to the Property where the source of such funds were not donated or granted to the Grantee without the obligation to reimburse.
  - 2.3 If the Grantor's response is not given in a timely manner or if Grantor chooses not to purchase the Property, then the Grantee may thereafter proceed to dispose of the Property free and clear of any rights of Grantor under this Right of First Refusal.
- 3. In the event that Grantee desires to significantly alter the public purpose/use of the Property to a non-public purpose/use, the following procedures shall apply:
  - 3.1 Prior to taking any action Grantee will first have the obligation to consult with Grantor to determine if Grantor believes the proposed alteration in use constitutes a significant alteration of the public purpose/use of the Property and/or whether the alteration in use would be acceptable to the Grantor. Grantor will provide its response to Grantee in writing within 45 days of receiving the Grantee's proposal. Any determination by Grantor will be made in good faith, taking into account the best interests of the Blythe Community.
  - 3.2 Any such consultation will not automatically trigger a right in Grantor to reacquire the Property. If Grantor determines that the proposed alteration in purpose/use would be significant and will not authorize the change, Grantee may withdraw the proposed alteration without penalty. Grantee retains the right to file any legal challenge to the Grantor's determination based on an assertion that it was not made in good faith or is contrary to the terms of this Agreement.

GRANT DEED - QUECHAN PARK RCRPOSD & BLYTHE

- 3.3 If Grantee decides to proceed with an alteration in use contrary to the Grantor's determination, having exhausted its rights to challenge that decision, Grantee shall provide written notice to Grantor within thirty (30) days of that determination. In such case the provisions of 2 will apply, giving Grantor the option to reacquire the Property as provided in that section.
- 3.4 Nothing in this Section shall limit Grantee's ability to grant special event permits or other permits or approvals related to the temporary use of the Property.
- 4. Any sale or proposed sale on any other terms and conditions or after expiration of said 90 days shall be a new sale subject to all of the terms of this Right of First Refusal.
- The Right of First Refusal set forth in this section may not be assigned or transferred by Grantor except to the County of Riverside.
- 6. This Right of First Refusal shall terminate at the end of the tenth year from the Effective Date of this Agreement.
- B. The City acknowledges and accepts that the Property is subject to that certain Lease Agreement dated March 1, 1966 ("State Lease") originally between the County and the State Lands Commission ("SLC") concerning portions of the Colorado River over and upon those certain tide and submerged lands situated in the County of Riverside, State of California. The City shall perform the necessary actions to obtain SLC approval under the State Lease, including the submission of its application to the SLC to seek a new State Lease for a new term in a timely manner. Grantee agrees to take all reasonable action that may be required on its part to assist City in obtaining the requisite approvals.
- C. Grantee covenants and agrees, for itself and its successors-in-interest and any assigns, that it shall continue to own and operate the Property for a public purpose, including having a public park component, in accordance with the Agreement. Grantor agrees that Grantee's public use of the Property may involve a portion of the Property having commercial components open to the general public for public use, similar to other Grantor and County properties.

GRANTOR.

Dated:	RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district
	Ву:
	lts:

### EXHIBIT A

## LEGAL DESCRIPTION PARCEL "A"

#### PARCEL "A"

BEING PORTIONS OF PARCEL 1 AND PARCEL 3 AS DESCRIBED IN QUITCLAIM DEED RECORDED OCTOBER 5, 1998 AS INSTRUMENT NO. 430266, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THOSE PORTIONS OF GOVERNMENT LOTS 5 AND 6 IN FRACTIONAL SECTION 36, TOWNSHIP 6 SOUTH, RANGE 23 EAST, SAN BERNARDING BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 28, 1874, TOGETHER WITH A PORTION OF THE ACCRETIONAL LANDS LYING SOUTHEASTERLY OF SAID GOVERNMENT LOTS 5 AND 6, BEING MORE PARTICULARLY DESCRIBED AS POLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 00°54'50" BAST 162.02 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO A POINT LYING PARALLEL WITH AND 162.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE SOUTH 89°59'00" EAST 1382.07 FEET ALONG SAID PARALLEL LINE AND THE NORTH LINE OF SAID PARCEL 1 TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 89°59'00" EAST 1125.49 FEET TO A POINT ON THE MEANDER LINE OF THE WEST BANK OF THE COLORADO RIVER AS ESTABLISHED BY UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 28, 1874;

THENCE SOUTH 65°57' WEST (FORMERLY RECORDED SOUTH 66°00' WEST) 91.39 PEET ALONG SAID MEANDER LINE TO A POINT WHICH IS DISTANT 136.75 FEET WHEN MEASURED ALONG SAID LINE, FROM THE MOST SOUTHWESTERLY END OF THAT SEGMENT HAVING A BEARING OF NORTH 66°00' WEST, AND BEING 11.03 CHAINS IN LENGTH, AS SHOWN ON UNITED STATES GOVERNMENT PLAT OF SAID SURVEY OF 1874:

THENCE SOUTH 33°07'50" WEST 1620.44 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA STATE HIGHWAY ROUTE 64 (U.S. NO. 60), AS PER CALIFORNIA STATE HIGHWAY RIGHT OF WAY MAP XI-RIV-64-F, COLORADO RIVER BRIDGE PLANS:

THENCE NORTH 73°49'10" WEST 330.00 FEET ALONG SAID NORTHERLY LINE:

THENCE NORTH 59°35'10" WEST 203.35 FEET:

THENCE NORTH 73°49'10" WEST 279.09 FEET ALONG SAID NORTHERLY LINE:

THENCE NORTH 62°02' 38" WEST 303.33 FEET ALONG SAID NORTHERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1240.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 118.93 FRET THROUGH A CENTRAL ANGLE OF 5°29'43", A LINE RADIAL FROM SAID CURVE AT SAID POINT BEARS SOUTH 22°27'39" WEST:

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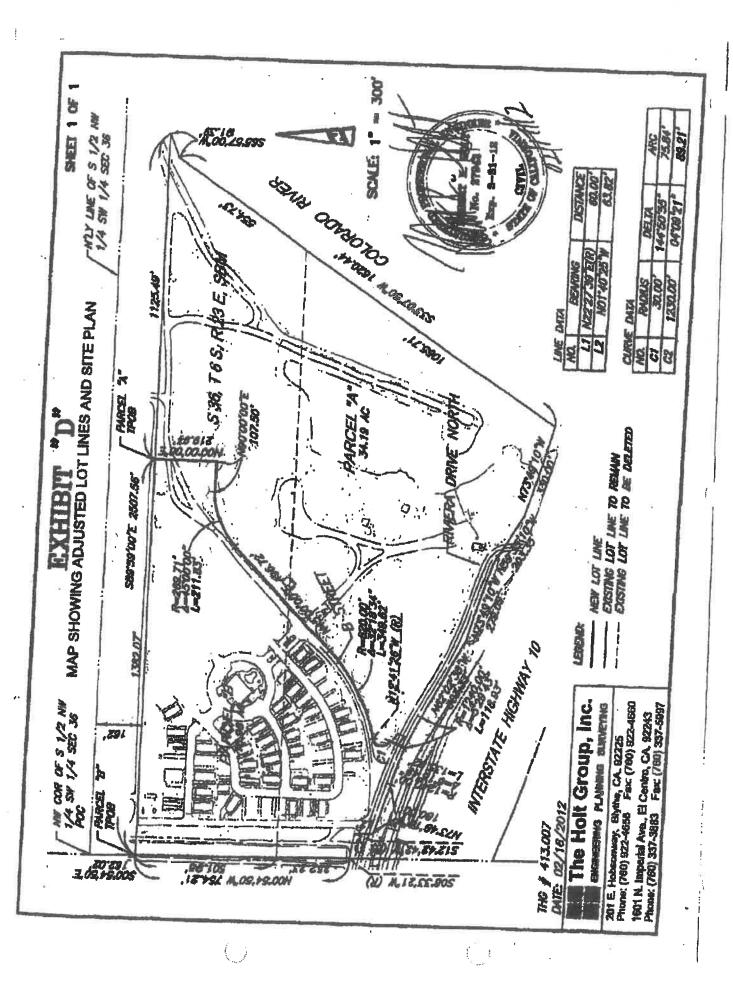
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SUBJECT TO ALL CONDITIONS, RESERVATIONS, RIGHT OF WAY AND EASEMENTS OF RECORD, INCLUDING TAKING OF ACCESS RIGHTS BY THE STATE OF CALIFORNIA IN EMINENT DOMAIN PROCEEDINGS ENTITLED PEOPLE OF THE STATE OF CALIFORNIA, ETC VS. ANNE C. EVANS, AT EL., NO. 68131, FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF RIVERSIDE.

SAID DESCRIBED PARCEL CONTAINING 34,19 ACRES, MORE OR LESS.

POR GRAPHICAL PURPOSES SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



### CERTIFICATE OF ACCEPTANCE CITY OF BLYTHE

from RIVERSIDE COUNTY CITY OF BLYTHE, a Califo	rest in real property conveyed by the Grant Deed dated REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, to rnia municipal corporation, is hereby accepted by order of the Council on CITY OF BLYTHE, consents to recordation thereof.
Dated	_
	CITY OF BLYTHE, a California municipal corporation
•	Ву

ATTACHED TO:

**GRANT DEED** 

PROPERTY: Quechan Park, Blythe, CA APN: 833-310-014



# CITY OF BLYTHE CITY COUNCIL MEETING

#### STAFF REPORT

MEETING DATE: April 9th, 2019

**SUBJECT:** 

Phlebotomist/Evidence Collection Services

PRESENTED BY:

Joshua Coe, Lieutenant

PREPARED BY:

Joshua Coe, Lieutenant

**RECOMMENDATION:** Authorize staff to execute a temporary Professional Service Agreement with Gail Nelson for on-call Blood Draw/Evidence Collection Services.

FISCAL IMPACT: \$425.00 per month for 24 hour on-call/standby pay.

\$100.00 per call-out (non-holiday).

\$140.00 per call-out on actual City recognized holiday

**BACKGROUND:** During the March 12, 2019 City Council meeting the Blythe Police Department requested that Council authorize staff to enter into a professional service agreement with Jennifer Lambert doing business as MJ3, Inc. Contract terms with MJ3 have been slow and have stalled. 24/7 Phlebotomy service is imperative and still needed until we can finalize a contract with MJ3.

STAFF REPORT: Due to the issues instituting the contract with MJ3 Phlebotomy staff has reached out to Gale Nelson Phlebotomy and requested that she continue her services. Nelson has agreed to continue temporarily, but only if paid the above rates approved for MJ3. Staff is requesting Council allow a temporary professional service agreement with Gale Nelson at the rates approved for MJ3.

**ATTACHMENTS:** None

